Stockbridge

Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Alphonso Thomas

Councilman Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

CITY MANAGER

Frederick Gardiner

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

Council Meeting Agenda November 14, 2022 6:00 PM

STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912

Stockbridge
Where Community Connects

AGENDA
COUNCIL MEETING
CITY OF STOCKBRIDGE

MONDAY, NOVEMBER 14, 2022 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

1 Draft Minutes September 12, 2022

2 Draft Minutes September 27, 2022

CEREMONIAL

3 Proclamation - Small Business Saturday and Lambda Sigma Sigma Alumnae Chapter of Sigma Gamma Rho Sorority, Inc.

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting noting your name, address, and phone number. You will be allotted three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated.

PUBLIC HEARING

4 FIRST READING - PROPOSED FY2023 Operating Budget and Capital Improvement Plan

- Presented by: Frederick Gardiner, John Wiggins

5 ANNEXATION CASE #AX-2022-01 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear an Annexation Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to annex a parcel, as described below, into the Stockbridge City Limits from unincorporated Henry County in order to allow the parcel to be combined with an adjacent parcel for an age-restricted residential development.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use), with a land use designation of 'MIX' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.
NOTE This case was deferred at the October 10, 2022 City Council meeting to be heard at the November 14, 2022 Council Meeting. - Presented by: Ryan Anderson

6 COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-02 -- Consideration of a Comprehensive Plan Amendment Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to change the future land use designations of certain parcels, as are described below, from 'Light Industrial' and 'Mixed-Use' to 'High-Density Residential' in order to allow for an age-restricted residential development.
Parcel #071-01034014—Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the current land use designation from 'Light Industrial' to 'High-Density Residential'. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.
Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Applicant proposes to change the current County land use designation of 'Mixed-Use' to the City land use designation of 'High-Density Residential' after the parcel is annexed into the Stockbridge City Limits. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.
NOTE This case was deferred at the October 10, 2022 City Council meeting to be heard at the November 14, 2022 Council Meeting. - Presented by: Ryan Anderson

7 REZONING CASE #RZ-2022-02 -- Consideration of a Rezoning Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to rezone certain property from 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits and 'MU' (Mixed-Use) in unincorporated Henry County to 'PUD' (Planned Unit Development) to allow for an age-restricted residential development. The property contains two parcels, as are listed below, with 42.01 +/- total acres.
Parcel #071-01034014—Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Currently zoned 'OI' (Office-Institutional) and 'LI' (Light Industrial). Property also lies within the Parkway Mixed-Use Overlay District. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.
NOTE This case was deferred at the October 10, 2022 City Council meeting to be heard at the November 14, 2022 Council Meeting. - Presented by: Ryan Anderson

8 COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-05 - John R. Landers, Jr., applicant, requests a Comprehensive Plan Amendment to change the future land use designation of Parcel #S27-02021000 (a.k.a. 443 MLK, Sr. Heritage Trail) from 'Medium-Density Residential' to 'Heavy Industrial' to allow for an industrial development. The property contains 1.962 +/- acres and it is located in Land Lot 36 of District 12 within the Stockbridge City Limits. - Presented by: Ryan Anderson

9 REZONING CASE #RZ-2022-06 John R. Landers, Jr., applicant, requests a Rezoning to rezone Parcel #S27-02021000 (a.k.a. 443 MLK, Sr. Heritage Trail) from 'SR' (Suburban Residential) to 'HI' (Heavy Industrial) to allow for an industrial development. The property contains 1.962 +/- acres and it is located in Land Lot 36 of District 12 within the Stockbridge City Limits. - Presented by: Ryan Anderson

10 ZONING MODIFICATION CASE #ZM-2022-01 - Eaman Fatemi, Applicant and Member of Pivotal Enterprises, LLC (Owner as Applicant), requests a Zoning Modification to modify the previously-approved Rezoning Case #RZ-03-04 and its Development Agreement (along with two amendments) to allow for the proposed Brush Creek Commons townhome development. The applicant requests various changes to the required amenities and site plan. The property contains 15.895 +/- acres, with frontages on Brush Creek Court and Shields Road. It is located in Land Lots 59 & 70 of District 12 within the Stockbridge City Limits. - Presented by: Ryan Anderson

NEW BUSINESS

11 Grant Acceptance: Criminal Justice Coordinating Council (CJCC) - FY23 Law Enforcement Training Grant in the amount of $17,495.00. - Presented by: Frank Trammer, Karen Anderson

12 Grant Acceptance: Office of Community Oriented Policing Services (COPS) - FY22 Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant in the amount of $175,000.00. - Presented by: Frank Trammer, Karen Anderson

13 Grant Acceptance: FY22 Department of Justice - Bulletproof Vest Partnership Award. This funding is not awarded on the predicate of the City identifying and confirming a cost match for a project. This funding is awarded to offset costs the department has/will incur after April 1, 2022, for the purchase of bulletproof vests. The offset amount is 50% and the Department of Justice will reimburse to the City. The department has 56 bulletproof vests at a cost of $44,800. The reimbursement amount awarded to the City is $22,400. The account to be used for the receipt of the reimbursement is: 100-00000-334317. - Presented by: Frank Trammer

14 Council Consideration to approve the Resolution for the City of Stockbridge to request remittance of 1.904 mills associated with former police services provided by Henry County Police Department to City of Stockbridge residents for police services (July 1, 2022 - December 31, 2022); and to amend the Service Delivery Strategy (SDS) for police services. The City hereby withdraws from the SDS agreement its need for police services by Henry County. Further, the City requests and approves staff to amend the SDS agreement to reflect the creation of the Stockbridge Police Department. The City further resolves that this resolution be presented to Henry County as a request to end Henry County policing the City of Stockbridge. Further, the City requests that the County reimburse the City of Stockbridge for all money it is owed from July of 2022 forward. Further, if money is held for policing in the next calendar year, the City requests that that money be sent to the City as well. The relevant document is attached as Exhibit A. - Presented by: Frederick Gardiner

15 Council Consideration to approve the following dates for the Redevelopment Plan public hearings and adoption (November 29, 2022 First Reading and December 12, 2022 adoption). - Presented by: Frederick Gardiner

16 Council Consideration to authorize the City of Stockbridge to publish a Notice of Intent to take action to increase the annual compensation of the Mayor from $14,400 to $22,000 and City Councilmembers from $12,000 to $20,000 effective January 1, 2024. - Presented by: Quinton Washington

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

Council meetings will be held in the City Council Chamber. Meeting dates, locations 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.

- **Downtown Development Authority Meeting, 600 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Nov 15)**
- **Youth Council Advisory Committee Meeting, 630 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Nov 15)**
- **Planning Commission Meeting, 4th Thursday at 630 p.m. City Hall Council Chamber – (Nov 17)**
- **City Council Work Session Meeting, Tuesday at 600 p.m. – City Hall Council Chamber (Nov 29)**
- **Main Street Advisory Board Meeting, 2nd Friday of each month 900 a.m. City Hall Levi Meeting Room (Dec 9)**
- **City Council Meeting, Second Monday of each month – City Hall Council Chamber (Dec 12)**
- **Youth Council Meeting, 630 p.m. - 2nd Monday of each month City Hall Levi Meeting Room - City Hall (Dec 12)**

UPCOMING CITY EVENTS/INITIATIVES

- ***A Continuous Salute to Veterans*** **Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to Rosalynd Rawls at rrawls@cityofstockbridge-ga.gov Thank you for your service!**
- **Please join Councilwoman Barber for FREE Zumba on every Saturday morning at Clark Community Park at 800 a.m. Come out for fitness in the park!**
- **The City of Stockbridge will be distributing FREE Turkeys while supplies last on Saturday, November 19th at the Merle Manders Conference Center parking lot from 1000 a.m. to 100 p.m.**
- **Mayor Pro Tem Thomas and the Henry County Fire Department will be distributing FREE Smoke Detectors while supplies last on Saturday, November 19th in the parking lot of the Merle Manders Conference Center from 1000 a.m. – 1200 p.m.**
- **Please join Mayor Ford for his monthly "Meet the Mayor" on Monday, November 28th from 1000 a.m. – noon. Please contact Rosalynd Rawls to schedule an in-person appointment at rrawls@cityofstockbridge-ga.gov or call 678-833-3348**
- **Please join the City of Stockbridge for the Annual Holiday Festival featuring Santa and Mrs. Claus, a Live Nativity Scene, Live Entertainment, Inflatables, Rides, a DJ and Food Trucks on Thursday, December 1st from 500 p.m. – 900 p.m. at the Stockbridge Amphitheater parking lot.**
- **Please join the City of Stockbridge for the Annual Holiday Festival featuring Santa and Mrs. Claus, a Live Nativity Scene, Live Entertainment, Inflatables, Rides, a DJ and Food Trucks on Thursday, December 1st from 500 p.m. – 900 p.m. at the Stockbridge Amphitheater parking lot.**
- **Bingo is Back! Please join Councilman Blount on Wednesday, December 7th from 10am – noon at the Merle Manders Conference Center for lots of fun.**

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT

Stockbridge

Where Community Connects

COUNCIL MEETING
SUMMARY MINUTES

MONDAY, SEPTEMBER 12, 2022 6:00 P.M.

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

Administration
Frederick Gardiner, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, 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 Mr. Charles Marshall.

Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were in attendance.

Mayor Pro Tem Thomas motioned to amend the Agenda - To remove Item #13 for Administrative Approval, and move Item #6, Item #7, and Item #8 to the October 10, 2022 Agenda pending a response from Henry County: Second by Councilwoman Gantt. The motion passed 5-0.

Mayor Pro Tem Thomas motioned to adopt the Agenda**:** Second by Councilwoman Gantt. The motion passed 5-0.

Councilman Blount motioned for the adoption of the Minutes: Second by Councilwoman Gantt. The motion passed 5-0.
1. Council Meeting Draft Minutes - July 11, 2022
2. Work Session Draft Minutes - July 26, 2022

3. PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting noting your name, address, and phone number. You will be allotted three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated.

Mr. Robert Payne referenced the increased number of Comprehensive Plan Amendments presented to the city and asked the Council to consider the Land Use Plan and per capita income.

CEREMONIAL

4. Mayor Ford presented proclamations for Hispanic Heritage Month, National Assisted Living Week, National, Walk to End Alzheimer's.
Ms. Sylvia Dennis received the proclamation asked everyone to wear purple on October 2nd for World Alzheimer's Day and to join the Team for the Annual Walk on Saturday, October 8th at Alexander Park in McDonough, GA.

5. Mayor Ford issued the Oath of Officer for the Swearing-In Ceremony to members of the Citywide Development Authority Members- Cathy Hill, Mark Glenn, Samantha Samuels, Kalesh Patidar

PUBLIC HEARING

6. ANNEXATION CASE #AX-2022-01 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear an Annexation Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to annex a parcel, as described below, into the Stockbridge City Limits from unincorporated Henry County in order to allow the parcel to be combined with an adjacent parcel for an age-restricted residential development.
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NOTE: This item will be deferred pending a response from Henry County.
Presented by: Ryan Anderson
Item was moved to the October 10, 2022 Meeting

7. COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-02 -- Consideration of a Comprehensive Plan Amendment Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to change the future land use designations of certain parcels, as are described below, from 'Light Industrial' and 'Mixed-Use' to 'High-Density Residential' in order to allow for an age-restricted residential development.
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Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Applicant proposes to change the current County land use designation of 'Mixed-Use' to the city land use designation of 'High-Density Residential' after the parcel is annexed into the Stockbridge City Limits. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.
NOTE: This item will be deferred pending a response from Henry County.
Presented by: Ryan Anderson
Item moved the October 10, 2022 Meeting

8. REZONING CASE #RZ-2022-02 -- Consideration of a Rezoning Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to rezone certain property from 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits and 'MU' (Mixed-Use) in unincorporated Henry County to 'PUD' (Planned Unit Development) to allow for an age-restricted residential development. The property contains two parcels, as are listed below, with 42.01 +/- total acres.
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Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.
NOTE: This item will be deferred pending a response from Henry County.
Presented by: Ryan Anderson
Item moved the October 10, 2022 Meeting

9. REZONING CASE #RZ-2022-03 -- Consideration of a request for a change in zoning from RR (Rural Residential District) to OI (Office-Institutional District) for 0.964 acres at 3884 Walt Stephens Road in Land Lot 25 of Section 12, comprising Parcel #031-02012000. Application by CKC Commercial Properties, LLC, c/o Battle Law, P.C.
Presented by: Ryan Anderson
Mr. Anderson gave an overview of the development noting this is a request to rezone property from RR (Rural Residential District) to O-I (Office-Institutional District) to allow for a children's speech therapy facility and the future land use designation of the subject property is Public/Institutional; noted the property was annexed into the city in 2016 and is currently is vacant; the current zoning located north of the property is MFR (Multiple Family Residential District), south of the property is PUD (Planned Unit Development District), east of the property is RR (Rural Residential District) and West of the property is RR (Rural Residential District); C-1 (Neighborhood Commercial District); noted the total square footage of the existing building is 2,475 ft. and the total number of proposed parking spaces would be 10; noted the request to rezone the subject property to O-I is consistent with the current Comprehensive Plan; The possible impact upon the adjacent property owners, should the property be rezoned, is a small increase in vehicular traffic; Rezoning the subject property will not affect the character of Walt Stephens Road. The location of the proposed speech therapy facility will benefit Red Oak Elementary School since it will help students who have difficulties with speech therapy; noted the site appears to be suitable for the proposed rezoning with approved variances. Issues regarding buffering, topography, drainage, access, size, and shape of the property will be addressed; noted the variance requests will be heard concurrently with the rezoning.

Mr. Anderson noted the applicant will be seeking approval for the following variances: 1. A variance to reduce the minimum lot width from 125 to 96.37 feet; 2. A variance to reduce the eastern section of the property from 50 feet to 0 feet; and 3. A pending variance to reduce the western section of the property from 50 feet to 0 feet. Staff recommends approval with conditions for the proposed rezoning from RR (Rural Residential District) to O-I (Office-Institutional District) with the following conditions:

• Variance approval to reduce the minimum lot width from 125 to 96.37 feet.
• Variance approval to reduce the eastern section of the property from 50 feet to 0 feet.
• Variance approval to reduce the western section of the property from 50 feet to 0 feet.

Questions addressed by Attorney Michele Battle, representative for the applicant.

Ms. Battle noted if approved, the landscaping requirements would be included to allow the owner of the land to be responsible for making sure the landscaping is maintained.

Public Hearing Opened
No Speakers in Favor
No Speakers Opposed
Public Hearing Closed

Councilwoman Gantt motioned to approve as recommended by staff with added Landscaping Conditions: Second by Councilman Alexander. The motion passed 5-0.

10. VARIANCE CASE #VR-2022-02 -- Consideration of a request for (1) a variance to reduce the required minimum lot width of 125 feet to 96.37 feet; (2) a variance to reduce the buffer on the eastern side from 50 feet to 0 feet; and (3) a variance to reduce the buffer on the western side of the property from 50 feet to 0 feet for 0.964 acres at 3884 Walt Stephens Road in Land Lot 25 of District 12, comprising Parcel #031-02012000. Application by CKC Commercial Properties, LLC, c/o Battle Law, P.C.
Presented by: Ryan Anderson
Mr. Anderson gave an overview of the variance requests; noted the property's' front section is 100 ft. in the rear and is very narrow which does not meet the minimum live requirements of the Unified Development Code (UDC); noted the reduction of the buffer would allow any necessary development of the property and seeing the building is not 125 ft. which is required by development standards of the OI Zone (Office-Institutional), the applicant cannot use it for institutional purposed; however, by reducing the minimal lot width from 125 ft to 96.37 ft. the applicant can utilize the existing building for institutional purposes; noted granting the variance requested will not confer upon the property owner and special privileges that are denied to other owners of property in the same zoning district, the requested variances will be consistent with the purposes and intent of the UDC and will be compatible with uses on neighboring properties; and by approving the requested variances, the subject property will be used to assist children who need speech therapy assistance; noted the variance request is not a request to permit a use of land, building or structures that is prohibited in the same zoning district and staff recommends approval of the three variances.

Questions addressed by Attorney Michele Battle, representative for the applicant.

Public Hearing Opened
No Speakers in Favor No Speakers Opposed
Public Hearing Closed
Councilman Blount motioned to approve as recommended by staff: Second by Councilman Alexander. The motion passed 5-0.

11. COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-03 -- Consideration of a request for an amendment to the City of Stockbridge Comprehensive Future Land Use Plan from Low-Density Vertical Mixed-Use to High Density Residential to allow for a mixed-use residential development. Application by Highway 138/Spivey Road Land Assemblage, LLC, represented by Randy Stamey, the Agent. The property contains 26.5 +/-total acres within twelve (12) parcels in Land Lot 42 of District 12, as are listed below, within the Stockbridge City Limits.
Parcel #012-02013001—Located on the south side of Highway 138 West / Lake Spivey Parkway, across from Glen Devon Road. Contains 14.01 +/- acres. Zoned 'RR' (Rural Residential).
Parcel #012-02009051—Located on Spivey Road, south of Tributary Parkway. Contains 7.40 +/- acres. Zoned 'SR' (Suburban Residential).
Parcel #012D01001000—Located at 1225 Highway 138 West, west of Tributary Parkway. Contains 1.444 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01012000—Located at the southeast corner of Tributary Parkway and Berkeley Drive. Contains 0.501 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01004000—Located at 1300 Berkeley Drive, between Tributary Parkway and Star Creek Drive. Contains 0.475 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01005000—Located at the southwest corner of Berkeley Drive and Star Creek Drive. Contains 0.375 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01006000—Located at 1660 Starr Circle. Contains 1.018 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01007000-- Located at 1600 Starr Circle. Contains 0.731 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01008000—Located at 1650 Starr Circle. Contains 0.968 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01009000—Located at 1700 Starr Circle. Contains 1.21 acres. Zoned 'C-2' (General Commercial).
Parcel #012D01010000-- Located at the northwest corner of Berkeley Drive and Spivey Road. Contains 0.737 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01011000—Located at the southeast corner of Berkeley Drive and Starr Circle. Contains 0.799 +/- acres. Zoned 'C-2' (General Commercial).
Presented by: Ryan Anderson
Mr. Anderson gave an overview of the development; noted the proposed mixed-residential development would include 318 apartments and 50 townhomes with a proposed density rate of 13.8 units/acre which falls in the high-density residential land use designation; noted the high-density residential land use category has a range of 6 to 16 units/acre and the current property includes 12 parcels; noted north of the property is Glen Devon Subdivision, south is Spivey Ridge Subdivision, west is vacant land and east is Baileys Estates Subdivision; noted the property is currently not consistent with the comprehensive land use designation of low-density vertical mixed use and the existing designation calls for low rise buildings with commercial use on the ground floor and residential on the upper floors; noted the applicant wants to develop a residential development with apartments and townhomes and has requested a comprehensive plan amendment to change the property land use designation to high density with the applicant wishing to not to develop the types of uses which low density vertical mixed use future land use designation calls for; noted the proposed 'High-Density Residential' land use designation for the subject property is reasonable due to the property's frontage on Highway 138 West, which is a state highway, where higher densities are

appropriate; and noted due to the subject property's frontage on Highway 138 West, which is a state highway, it is unlikely that the property would be developed with the types of uses which are called for by the existing Low-Density Vertical Mixed-Use designation. Mr. Anderson noted staff recommends approval.

Councilman Alexander inquired if it was staff's desire to match the city's high density with the surrounding jurisdictions and the price to develop.

Mr. Anderson confirmed and noted due to the changing conditions of the expanding population in the city, the high-density category is more for suburban areas.

Mr. Murray noted the development is estimated at close to $100 million project.

Presentation of the development and questions addressed by Zack Murray and Jonathon Schrader of Tellus Partners, and founders and owners Jamie and Jilea Hemmings of Nourish +Bloom.

Councilwoman Gantt inquired on the type of commercial businesses that would be opening.

Mr. Murray noted currently there will be a smoothie bar, cabana bar and grill, sports bar, brunch restaurant and currently have other leases that have been signed.

Councilwoman Baber inquired on the access for both residential and commercial.

Mr. Murray noted the main access point would be Tributary Pkwy. with another egress on the opposite side of the plaza and two on Spivey Rd.

Public Hearing Opened

Speakers in Favor
Mr. Charles Marshall, McDonough GA Henry County
Ms. Mindy Mayers, McDonough, GA Henry County
Ms. Grace C. Stockbridge, GA Henry County
Dr. Michele G. Roberts, Stockbridge, GA, Henry County (submitted a letter of support).

Speakers Opposed
Mr. Charles Williams Jonesboro, GA., Henry County
Ms. Marion D. Calhoun, Jonesboro, GA, Henry County
Mr. Robert Payne, Stockbridge, GA, Listed Clayton & Henry County
Ms. Sherry Bivins, Jonesboro, GA, Clayton County
Ms. Melissa Calandro, Jonesboro, GA, Clayton County
Mr. Shaun Fulks, Jonesboro, GA, Clayton County
Mr. Tim Koby, Jonesboro, GA, Clayton County
Mr. Robert Delk, Jonesboro, GA, Henry County
Ms. Jane Lee, Jonesboro, GA, Clayton County
Mr. Bruce Smith, Sr. McDonough, GA, Henry County

Public Hearing Closed

Councilman Alexander motioned to approve as recommended by staff: Second by Councilwoman Barber. The motion passed 4-0-1 (Blount Abstained; noting questions remained unanswered).

12. REZONING CASE #RZ-2022-04 -- Consideration of a request for a change in zoning for 26.5 +/-total acres from 'RR' (Rural Residential), 'SR' (Suburban Residential), and 'C-2' (General Commercial) to 'PUD' (Planned Unit Development) to allow for a mixed-use residential development. Application by Highway 138/Spivey Road Land Assemblage, LLC, represented by Randy Stamey, the Agent. The property contains twelve (12) parcels in Land Lot 42 of District 12, as are listed below, within the Stockbridge City Limits.
Parcel #012-02013001—Located on the south side of Highway 138 West / Lake Spivey Parkway, across from Glen Devon Road. Contains 14.01 +/- acres. Zoned 'RR' (Rural Residential).
Parcel #012-02009051—Located on Spivey Road, south of Tributary Parkway. Contains 7.40 +/- acres. Zoned 'SR' (Suburban Residential).
Parcel #012D01001000—Located at 1225 Highway 138 West, west of Tributary Parkway. Contains 1.444 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01012000—Located at the southeast corner of Tributary Parkway and Berkeley Drive. Contains 0.501 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01004000—Located at 1300 Berkeley Drive, between Tributary Parkway and Star Creek Drive. Contains 0.475 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01005000—Located at the southwest corner of Berkeley Drive and Star Creek Drive. Contains 0.375 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01006000—Located at 1660 Starr Circle. Contains 1.018 +/- acres. Zoned 'C-2' (General Commercial). Parcel #012D01007000-- Located at 1600 Starr Circle. Contains 0.731 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01008000—Located at 1650 Starr Circle. Contains 0.968 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01009000—Located at 1700 Starr Circle. Contains 1.21 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01010000-- Located at the northwest corner of Berkeley Drive and Spivey Road. Contains 0.737 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01011000—Located at the southeast corner of Berkeley Drive and Starr Circle. Contains 0.799 +/- acres. Zoned 'C-2' (General Commercial). - Presented by: Ryan Anderson
Presented by: Ryan Anderson
Mr. Anderson gave an overview of the development presented; noted the proposed project meets one of the main goals of the purpose and intent of the city's unified development code and can serve as a catalyst for future commercial development; noted the proposed project is a mixed-residential apartments with townhomes; however, it does not meet the threshold of a regional development review.; noted seeing the proposed project will be located along a state roadway, Georgia DOT and Henty County DOT will be required to be consulted in the design of the transportation network of the development including ingress and egress; noted the proposed development would meet purposes of the Parkway Mixed-Use Overlay District and would feature a balanced mixture of residential densities and proposed commercial uses; noted the

properties as currently zoned are less likely to be developed than a high-density mixed-use development due to the property's location on a State highway, Reeves Creek Tributary, and other challenges and only a high-density development would be feasible; and noted the rezoning of the property to PUD would allow for flexibility in design and greater usage of the total site area; staff recommends approval with conditions:

1. The project will be developed on conformance with the City of Stockbridge Unified Development Code and all other City Codes sections regarding site development standards and requirements
2. The approval of Case #CP-2022-02 to change the property's future land use designation from Low-Density Vertical to High-Density Residential shall occur simultaneously with the approval of Case #RZ-2022-04 for the rezoning of the property
3. The rezoning shall not be finalized until the applicant receives approval from Mayor/Council for Recombination Plat Case #RC2022-01 and this shall not be finalized until a new plat is officially recorded by the Henry County Superior Court
4. Regarding the Issuance of Land Disturbance and Building Permits- No land disturbance or building permit shall be issued for the subject property until the applicant has had the new recombination plat officially recorded and has submitted a copy of the recorded plat to the Community Development Department.

Questions addressed by Zack Murray and Jonathon Schrader of Tellus Partners.

Public Hearing Opened

No Speakers in Favor

Speakers Opposed:
Mr. Robert Payne, Stockbridge, GA, Henry County

Public Hearing Closed

Councilman Alexander motioned to approve as recommended by staff and development shall be constructed as presented in the renderings presented during the Council meeting of September 12, 2022: Second by Councilwoman Barber. The motion passed 5-0.

13. RECOMBINATION PLAT CASE #RC-2022-01 -- Consideration of a request for combination plat approval for 26.5 +/-total acres in Land Lot 42 of District 12 within the Stockbridge City Limits. Application by Highway 138/Spivey Road Land Assemblage, LLC, represented by Randy Stamey, the Agent, to assemble twelve (12) parcels of land that are listed below to form a development site for a mixed-use residential development.
Parcel #012-02013001—Located on the south side of Highway 138 West / Lake Spivey Parkway, across from Glen Devon Road. Contains 14.01 +/- acres. Zoned 'RR' (Rural Residential).
Parcel #012-02009051—Located on Spivey Road, south of Tributary Parkway. Contains 7.40 +/- acres. Zoned 'SR' (Suburban Residential).

Parcel #012D01001000—Located at 1225 Highway 138 West, west of Tributary Parkway. Contains 1.444 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01012000—Located at the southeast corner of Tributary Parkway and Berkeley Drive. Contains 0.501 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01004000—Located at 1300 Berkeley Drive, between Tributary Parkway and Star Creek Drive. Contains 0.475 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01005000—Located at the southwest corner of Berkeley Drive and Star Creek Drive. Contains 0.375 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01006000—Located at 1660 Starr Circle. Contains 1.018 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01007000--Located at 1600 Starr Circle. Contains 0.731 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01008000—Located at 1650 Starr Circle. Contains 0.968 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01009000—Located at 1700 Starr Circle. Contains 1.21 acres. Zoned 'C-2' (General Commercial).
Parcel #012D01010000-- Located at the northwest corner of Berkeley Drive and Spivey Road. Contains 0.737 +/- acres. Zoned 'C-2' (General Commercial).
Parcel #012D01011000—Located at the southeast corner of Berkeley Drive and Starr Circle. Contains 0.799 +/- acres. Zoned 'C-2' (General Commercial).
Presented by: Ryan Anderson
Item Removed from the Agenda for Administrative Approval.

NEW BUSINESS

14. Council consideration to appoint a member to the Citywide Development Authority.
Presented by: Quinton Washington, City Attorney
Attorney Washington noted the Development Authority has a vacancy to fill and brought forward the application of Mr. Gadson Woodall.

Mayor Ford inquired about discussing during Executive Session.

It was a consensus of the Council to move forward with the appointment.

Councilman Alexander motioned to appoint Gadson Woodall: Second by Councilwoman Barber. The motion passed 3-0-2 (Blount/Gantt Abstained).

15. Council Consideration to approve the renewal of the landscape maintenance services contract with Yellowstone Landscape in the amount of $326,916.00. Funding source: Government Buildings Department, Amphitheater and Police Department budgeted funds.
Presented by: Decius Aaron, Public Works Director
Mr. Aaron noted this is a request to renew the landscaping maintenance contract with Yellowstone, and this would be the first renewal under the contract.

Councilman Alexander asked who would maintain the property off East Atlanta during the East Atlanta widening project.

Mr. Aaron noted Yellowstone does not maintain that area and it would be maintained by Public Works.

Councilman Blount thanked Public Works and expressed his concerns about the old fountain and who would maintain it and overgrown crepe myrtles off East Atlanta Rd.

Mr. Aaron noted the landscaping crew is following the recommendations made by the Arborist and only cuts the crepe myrtles in the fall and not during the growing seasons.

Mayor Pro Tem Thomas asked that Mr. Aaron confirm that tree trimming by Yellowstone only includes those trees within the scope of work in their contract and not any areas in the city. Mr. Aaron confirmed.

Councilwoman Barber asked if there was a contract to maintain the Amphitheater.

Councilwoman Gantt motioned to approve the renewal of the landscape maintenance services contract with Yellowstone Landscape in the amount of $326,916.00: Second by Councilman Blount**.** The motion failed 2-0-2 (Barber/Thomas Abstained). Councilman Alexander was not present for the vote.

Councilwoman Gantt withdrew her motion.

Councilwoman Barber referenced the policy approved by the City Council to bring forward all contracts 120 days prior to the contract expiring and leaves the Council no choice but to approve this contract to avoid a lapse in service.

Attorney Washington noted legal is taking full responsibility for this contract being delayed and coming before the Council due to the Anti-litem noticed and had reservation going forward and would like to discuss during Executive Session.

COMMENTS FROM THE MAYOR
Mayor Ford noted we are still in a pandemic; noted vaccinations are available at the Henry County Health Department from 9am – 11:30 am and 1pm – 2:30 pm at 135 Henry Parkway or call their office at 470-664-0005 for more information; noted COVID Testing is available throughout the county and also taking place at Red Hawk Field on Henry Parkway Mon., Wed., and Fri. from 9am – 3pm; noted the CDC recommends everyone who is eligible to get their 2nd booster and noted the CDC is treating the COVID booster like an annual flu shot; noted you can also contact the Department of Health regarding the Monkey Pox testing and vaccination; Mayor Ford reflected on the city's 9/11 remembrance ceremony noting he was unable to attend and thanked the city officials Councilwoman Barber and Chief Trammer who were present and thanked Representative El Mahdi Holly, Sheriff Scandrett, and Bishop Irvine Bryer for participating along with Stockbridge High School Cadets.

UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates, locations 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**.**

- Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month City Hall Levi Meeting Room - City Hall (Sep 14)

- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Sep 20)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Sep 20)
- Planning Commission Meeting, 4th Thursday at 6:30 p.m. City Hall Council Chamber – (Sep 22)
- City Council Work Session Meeting, Tuesday at 6:00 p.m. – City Hall Council Chamber (Sep 27)
- City Council Meeting, Second Monday of each month – City Hall Council Chamber (Oct 10)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. City Hall Levi Meeting Room (Oct 14)

UPCOMING CITY EVENTS/INITIATIVES

- *A Continuous Salute to Veterans*: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: Rosalynd Rawls at rrawls@cityofstockbridge-ga.gov Thank you for your service!
- Please join Councilwoman Barber for FREE Zumba on every Saturday morning at Clark Community Park at 8:00 a.m. Come out for fitness in the park!
- Main Street will host the movie on the City Hall Lawn featuring (Spiderman), Saturday, October 7th. The fun starts at 7:00 p.m. Bring your lawn chairs and blankets!
- BridgeFest is Back! Are you ready for a day filled with family fun and a great festive atmosphere, delicious food trucks, and entertainment featuring the Parliament Funkadelic. Join us Saturday, September 24th at the Stockbridge Amphitheater with activities beginning at 2:00 p.m. Contact our Events staff for vendor information at 770-389-5982.
- Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, September 27th from 10 a.m. to noon (In-Person). Please contact Rosalynd Rawls to schedule an appointment. 770-389-7900 ext. 248.
- The City of Stockbridge will host an in-person Annexation Town Hall Meeting Thursday, September 29th at 6:30 p.m. at the Monarch Village Clubhouse 240 Monarch Village Way, Stockbridge. Come out to learn the facts about the Annexation Referendum, Neighborhoods in the proposed area, benefits of Stockbridge Annexation and proposed council districts.

UPCOMING CONCERTS

- T.I., Waka Flock, and Dem Franchise Boyz, Friday, September 16th.
- SC State University – Variety of Performers, Saturday, September 17th
- HispaniFest, Saturday October 1st
- Charlie Wilson, Friday, October 14th
- Keith Sweat, Saturday, October 29th
- Rick Springfield and Tommy Tutone, Saturday, October 30th

EXECUTIVE SESSION

Councilman Blount motioned to convene Executive Session for Personnel, Real Estate and Litigation: Second by Mayor Pro Tem Thomas. The motion passed 5-0.

Councilman Blount motioned to adjourn Executive Session: Second by Councilwoman Gantt. The motion passed 3-0. (Alexander and Barber were not present for the vote).

Councilwoman Gantt motioned to reconvene the meeting: Second by Councilman Blount. The motion passed 3-0. (Alexander and Barber were not present for the vote).

Councilwoman Gantt motioned to Reconsider Item #15: Second by Councilman Blount. The motion passed 3-0. (Alexander and Barber were not present for the vote).

Councilwoman Gantt motioned to approve Item #15: Second by Councilman Blount. The motion passed 3-0. (Alexander and Barber were not present for the vote).

ADJOURN

Councilwoman Gantt motioned to adjourn: Second by Councilman Blount. The motion passed 3-0. (Alexander and Barber were not present for the vote).

Respectfully submitted by:

_____	_____
Vanessa Holiday, City Clerk MMC	Anthony S. Ford, Mayor

Stockbridge
Where Community Connects

WORK SESSION MEETING
SUMMARY MINUTES

TUESDAY, SEPTEMBER 27, 2022 6:00 P.M.

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

Administration
Frederick Gardiner, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, 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 Pro Tem Thomas.

Invocation by Mayor Pro Tem Thomas.

Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were in attendance except Mayor Ford.

Councilwoman Gantt motioned to amend the Agenda to Remove #9, and to hear Item #12 following Executive Session: Second by Mayor Pro Tem Thomas. The motion passed 5-0.

Councilwoman Gantt motioned to amend the Agenda to allow for a Recess from 7:00 pm to 7:20 to Greet the Emerging Business Leaders group at the Amphitheater: Second by Councilwoman Barber. The motion passed 5-0.

Councilwoman Gantt motioned to adopt the Agenda as amended: Second by Mayor Pro Tem Thomas. The motion passed 5-0.

REVIEW OF THE MINUTES – No Action
1 Draft Minutes Council Meeting August 8, 2022
2 Draft Special Called Meeting Minutes August 15, 2022
3 Draft Work Session Meeting Minutes August 30, 2022

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting noting your name, address, and phone number. You will be allotted three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated. None

PRESENTATION

4. Parks Master Plan Update
   Presented by: Decius Aaron, Public Works Director and TSW Staff, Beverly Bell, and Bryan Bays
   Ms. Bell noted the goals with the conceptual design phase are high level ideas for each park and the goals for existing parks will provide the framework that will lay the groundwork for the schematic designs; noted Clark Park is the most popular park and citizens utilize the walking trail, playgrounds and pavilions with citizens wanting to see walking trails within the park, public art, sprots courts, community gardens, aquatic center or splash pad, and better dog parks.

   Mr. Bay proposed options for Memorial Park entrance which would be a two-way traffic connection off Wilson St.; acquire the two end houses off Jennings Way to add more parking and secondary trail head to Reeves Creek Trail and to make Jennings Way a one-way street heading North to South into the park with an exit off Wilson Street; noted the three options for Memorial Park would be to: Option 1 - expand parking up to 100 parking spaces, create the main park entrance off of MLK Senior Heritage Trail, upgrade the two existing playgrounds, add public art along the trail, upgrade the basketball courts with shaded seating, improve the rest; Option 2- Jennings Way being the main entrance, rotate the parking lot to add 140 spaces, new restrooms, splash pad would be optional and smaller pavilions, two full basketball courts near parking; Option 3- expanding into the waste transfer site by including land already owned by city which would create secondary entrance with own parking lot, new restrooms, area for splash pad, new pavilions, maintaining existing basketball court with an additional added with seated shade area, opportunities to add community garden.

   Councilwoman Gantt proposed looking into the new trend of incorporating art sculptures with the playground equipment.

   Mr. Bay referenced two concepts for Clark Park which are Active and Passive; noted the active park would include restored stream bank, create a tunnel connection to Gardner Park, add new restrooms near activity areas, relocate dog park to behind the Merle Manders Conference Center, add way find signs; noted the passive park would include the same designs as the active but would include reconfigure parking lot at Burke/Davis Rd to accommodate six pickleball courts and expand parking lot at Creek/Davis Rd.; noted one concept for Garner Park which would be to acquire land for sell to expand the park to the south and add additional parking spaces, provide ADA access to pavilions, tennis courts and playgrounds, stream restoration, add connections to Clark Park and walking trail, add way find signs and shade to play areas.

   Councilwoman Gantt suggested the addition of tennis courts that could be converted to pickleball courts with lines specifically drawn.

   Mayor Pro Tem Thomas inquired on the timeline to implement the Master Parks Plan.

   Ms. Bell noted the next steering committee meeting will be held in October followed by other meetings until January; schematic design phase would be next which would last until March of 2023.

5. Presentation on Citizen Police Advisory Council
   Presented by: Frank Trammer, Chief of Police
   Chief Trammer noted the mission of the Stockbridge Citizen-Police Advisory Council is to develop and maintain a partnership with the Police Department for the purpose of engaging in a collaborative problem-solving process that supports both the community and the Police Department's desire to enhance public safety; noted the purpose is to promote an atmosphere of trust between the community and the Police Department, to increase transparency, to create sustainable partnerships throughout the community, to provides an opportunity to engage and empower residents to be more informed and involved in providing recommendations related to law enforcement policies, procedures, practices, and programs; noted the roles and functions would be to serve as a liaison between the police department and the community, recommend programs, ideas, and methods to improve the relationship between the police and the community, serve as a problem-solving partner to help address public safety related concerns; conduct research, generate new ideas or solutions, or provide informed recommendations on public safety policies, practices, and programs, hold public meetings to discuss issues surrounding police matters and perform other duties as prescribed by the Council; noted the requirements that each member must be a city resident, business owner, or clergy member residing in or operating a business, or place of worship within the City of Stockbridge, verifiable direct law enforcement experience or, complete the Stockbridge Police Department Citizens Police Academy and complete a minimum 4-hour class provided by City of Stockbridge Police Department on use-of-force procedures, force-on-force training and laws, and complete a minimum oftwo2 ride-a-longs with a patrol officer, pass a limited background check with no felony convictions or convictions for a crime of moral turpitude, have no misdemeanor convictions within one year of application; noted the composition will be composed of twelve members with one member appointed by the Mayor, one member appointed by each council member, one member selected from each of the four patrol zones, one member selected from the business community, and one member selected from the faith-based community; noted Chief of Police or his designee shall serve as Director of the Stockbridge Police Department Citizen-Police Advisory Council; noted selected members will be nominated by the Chief of Police for their professionalism, integrity, and commitment to the community; noted half of the members will serve a one-year term, and half will be selected to serve a two-year term; with the determination of terms by lottery; noted members shall serve no more than two years total, except those selected to serve a one-year term, and if a member resigns, moves or is otherwise removed during their term, the Council and/or the Chief of Police may appoint a new member to serve the remainder of that term and noted terms will expire on December 31 of each year. Council advised they will review the proposal and follow up with questions and/or comments prior to approval.

NEW BUSINESS

6. Council Consideration to Amend the Stockbridge Code of Ordinances, Chapter 11.26, Section 11.26.040- Noise Nuisances- Specific prohibitions.
   Presented by: Frank Trammer, Chief of Police
   Chief Trammer presented the noise ordinance noting areas in the code that would mirror Henry County and restrict early morning lawn equipment use.

   There was a consensus of the Council to mirror Henry County as it relates to the decibels, and to allow for use of lawn equipment on Sunday and amend the start time to 6:30 a.m.

Councilman Alexander motioned to approve the amendment of the Stockbridge Code of Ordinances, Chapter 11.26, Section 11.26.040- Noise Nuisances- Specific prohibitions with the following modifications: Mirror the Henry County Code as it relates to the decibels and consistency; adopt the Henry County threshold; remove lawn equipment restrictions for Sunday; and amend the start time to 6:30 a.m. seven days per week for lawn equipment: Second by Councilwoman Barber. The motion passed 5-0.

7. Council Consideration to award the Request for Proposal (RFP) No. 2022-0012 of an Atlanta Regional Commission Grant to Keck & Wood Collaboration & Design firm to develop a feasibility study and concept plan for Downtown Stockbridge Pedestrian & Bicycle Connectivity facilities. Total grant amount is $125,000.00. City of Stockbridge match is $25,000.00. Keck & Wood will be awarded $98,000.00 as submitted in the bid. Presented by: Ryan Anderson, Chief Planner

   Mr. Anderson noted staff is requesting approval to award a new contract to Keck & Wood Collaboration & Design firm to develop a feasibility study and concept plan for Downtown Stockbridge Pedestrian & Bicycle Connectivity facilities; noted the total grant amount is $125,000, 80% of which will be reimbursed to the city and the Local Matching Grant amount is 20% or $25,000.00; noted the purpose of the contract is to provide a full scope of work outlined with the subgrant agreement to conduct a feasibility with a timeline for a date of completion by September 30,2023; and noted the study will cover an area of .8 miles and will include US 23, Burke Street, Love Street, Jim Clark Drive, MLK Senior Heritage Trail, and Lovejoy Street.

   Councilman Alexander inquired on a timeframe and if there were infrastructure monies to use. Mr. Robert with Keck & Wood Collaboration & Design noted the drop-dead date on the sub grant with the Atlanta Regional Commission is September 23, 2023, and a couple of years before seeing improvements implemented. Mr. Gardiner noted some monies have been set aside for trail implementation with the goal of trying to leverage funds with outside funds the city can get. Mr. Gardiner also noted staff received a federal notification of grants for $250 million, up to $2 million per project and one eligible for the grants are sidewalks and trail improvements.

   Councilwoman Gantt asked for the difference between the Master Trail Plan versus the Bicycle Connecting Train Plan.

   Mr. Robert with Keck & Wood noted there will be more detailed construction cost estimates, environmental team will look at identify environmental resources and get a good concept on paper with the ARC (Atlanta Regional Commission).

   Mr. Ryan gave an overview of the plan and scope of work for the Feasibility Study and Concept Plan for the Downtown Stockbridge Pedestrian & Bicycle Connectivity Facilities, noting the amount submitted to Keck & Wood would equal $98,000 as was presented in their bid for services.

Councilman Alexander motioned to approve to award the Request for Proposal (RFP) No. 2022-0012 of an Atlanta Regional Commission Grant to Keck & Wood Collaboration & Design firm to develop a feasibility study and concept plan for Downtown Stockbridge Pedestrian & Bicycle Connectivity facilities. Total grant amount is $125,000.00. City of Stockbridge match is $25,000.00. Keck & Wood will be awarded $98,000.00 as submitted in the bid: Second by Councilwoman Gantt. The motion passed 5-0.

8. Council consideration to approve change order from Summit Construction for Amphitheater parking lot improvements on North Lee Street and landscape and sidewalk improvements from the Amphitheater to Bryant Street in the amount of $801,554.00. Funding source is from SPLOST IV.
   Presented by: Decius Aaron, Public Works Director and Skip Layton and Adam Price of Falcon Design Consultants

   Mr. Aaron noted this is an item that came out of one of the retreats in March of 2021 with conversations about the parking spaces on Lee Street which was a part of the original plans, but they were removed, mayor and council tasked falcon is designed to come back with the plan adding those parking spaces on Lee Street along with some beautification projects.

   Mr. Price of Falcon Design Consultants noted there where three options: do a change order with the current contractor for the East Atlanta Lee Street project, put it out to bid or to table it all together now; and noted the project would add a 10’ foot trail on the north side of the amphitheater entrance with retaining walls, 91 additional parking spaces, stormwater improvements, and two more detention ponds would need to be placed to meet code.

   Mayor Pro Tem Thomas inquired on the funding source.

   Mr. Aaron noted it would come out of SPLOST IV funds.

   Councilwoman Barber inquired on the SPLOST balance and if funding was budgeted.

   Mr. Wiggins noted he does not recall if it was budgeted, however, the original plan was part of the $3 million that was allotted for Lee Street.

   Councilman Blount motioned to approve change order from Summit Construction for Amphitheater parking lot improvements on North Lee Street and landscape and sidewalk improvements from the Amphitheater to Bryant Street in the amount of $801,554.00: Second by Councilman Alexander. (Blount rescinded his motion).

   Mr. Price referenced the quote submitted by Summit and asked the Council to allow him to go back and negotiate with the vendor as he sees areas that should be reduced or have the vendor explain the quoted price; and stated he would have the information to present back to the City Council at the next meeting on October 10, 2022.

   Councilwoman Barber motioned to Table to the October 10, 2022 meeting following negotiations with Falcon and the Summit Construction: Second by Councilwoman Gantt. The motion passed 4-0-1 (Alexander Abstained from the vote).

9. Council Consideration to approve a request for funding source to renovate the Public Works Maintenance Shop and build a city storage facility in the amount of $3,500,000.00.
Presented by: Decius Aaron, Public Works Director
Item removed from the Agenda

10. Council consideration to approve Georgia Power Utility Relocation Agreement for the East Atlanta Road and Lee Street Road Widening Project in the amount of $205,608.00. Funding Source: SPLOST IV
Presented by: Decius Aaron, Public Works Director
Mr. Aaron noted the city must pay a portion of the franchise agreement for the relocation on South Lee Street and East Atlanta Road and noted the City has signed the Make Ready Agreement with Georgia Power which has put them on notice to start would take approximately 3 – 4 weeks for the relocation of the lighting infrastructure.

Councilman Blount motioned to approve Georgia Power Utility Relocation Agreement for the East Atlanta Road and Lee Street Road Widening Project in the amount of $205,608.00: Second by Councilwoman Gantt. The motion passed 5-0.

11. Presentation to Council regarding the agreement with Georgia Power and Stanton Electric to provide electric charging stations at City Hall and the Amphitheater. Installation cost of $62,915.00 is provided by Georgia Power via the Public Service Commission.
Presented by: Decius Aaron, Public Works Director
Mr. Aaron noted during the construction of the Amphitheater, one main item was the installation of electric charging stations in which the city will have a total of five (5) electric charging stations installed; and noted the cost to install the stations were not formalized during the stages of constructing the Amphitheater.

Mr. Gardiner noted the $62,000 cost is coming from Georgia Power and the Public Safety Commission was allotted five billion dollars and has started disbursement of funds with no cost to the city but the maintenance and operation not to exceed $14,000 annually.
No Action Required

12. Council consideration adding three positions to create an in-house Information Technology Department. One position is recommended in the 2022 budget and the other positions are to be considered in the 2023 budget year.
Presented by: Frederick Gardiner, City Manager
Item to be presented following Executive Session

MAYOR'S COMMENTS (Mayor Anthony Ford)
None

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS
UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates, locations 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, 2nd Monday of each month – City Hall Council Chamber (Oct 10)
- Youth Council Meeting, 6:30 p.m. - 2nd Monday of each month City Hall Levi Meeting Room - City Hall (Oct 10)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. City Hall Levi Meeting Room (Oct 14)
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Oct 18)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Oct 18)
- City Council Work Session Meeting, Tuesday at 6:00 p.m. – City Hall Council Chamber (Oct 25)
- Planning Commission Meeting, 4th Thursday at 6:30 p.m. City Hall Council Chamber – (Oct 27)

UPCOMING CITY EVENTS/INITIATIVES

- *A Continuous Salute to Veterans*: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: Rosalynd Rawls at rrawls@cityofstockbridge-ga.gov Thank you for your service!
- Please join Councilwoman Barber for FREE Zumba on every Saturday morning at Clark Community Park at 8:00 a.m. Come out for fitness in the park!
- Please join Councilwoman Barber as she kicks healthcare inequities to the curb with her First Annual Charity Kickball Tournament benefiting the Hands of Hope Clinic on Saturday, POSTPONED to October 8, 2022 at 9 am at Cochran Park. FREE EVENT
- Main Street will host the movie on the City Hall Lawn featuring (Spiderman), Saturday, October 7th. The fun starts at 7:00 p.m. Bring your lawn chairs and blankets! FREE EVENT
- The City of Stockbridge will host an in-person Annexation Town Hall Meeting on Thursday, September 29th at 6:30 p.m. at the Monarch Village Clubhouse 240 Monarch Village Way, Stockbridge; an in-person Annexation Town Hall Meeting Thursday, October 6th at City Hall 4640 N Henry Blvd / Thursday, October 13th at 6:30 p.m. at New Faith Christian Church 396 Eagles Landing Pkwy., Thursday, October 20th at 6:30 p.m. at the Merle Manders Conference Center 111 Davis Rd., Tuesday, October 24th at 6:30 p.m. at Liberty Baptist Church 1410 Valley Hill Rd.; Friday, October 28th Virtual Town Hall at 6:30 p.m.; and Saturday, November 5th at 10:00 a.m. at Bridge City Church 3910 N. Henry Blvd. Come out to learn the facts about the Annexation Referendum, neighborhoods in the proposed area, benefits of the Stockbridge Annexation and proposed council districts.
- Please join Councilman Alexander for a Town Hall at the Stockbridge Amphitheater, Thursday, October 27th at 7:00 p.m. to discuss Economic Development, Business Opportunities and Public Safety. FREE EVENT
- Please join Councilwoman Gantt for her Annual Fall Festival taking place Saturday, October 29th from Noon to 4:00 p.m. at Clark Park. FREE EVENT

UPCOMING CONCERTS

- HispaniFest, Saturday October 1st - Postponed
- Charlie Wilson, Friday, October 14th
- Keith Sweat, Saturday, October 29th
- Rick Springfield and Tommy Tutone, Sunday, October 30th

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)
Councilwoman Gantt motioned to convene Executive Session for Personnel, Litigation and Real Estate: Second by Councilman Blount. The motion passed 5-0.
Gantt/Blount Passed 5-0.

Councilwoman Gantt motioned to adjourn Executive Session: Second by Councilman Alexander. The motion passed 5-0.

Councilwoman Gantt motioned to reconvene the meeting: Second by Councilman Alexander. The motion passed 5-0.

Councilwoman Gantt motioned to approve the City to join Henry County municipalities to enter into potential litigation regarding LOST (Local Option Sales Tax) negotiations: Second by Councilman Alexander. The motion passed 5-0.

Councilwoman Gantt motioned to approve Item #12 to establish an IT Department with a Director in FY2022 and a Budget Amendment in the amount of $17,000.00. Funding Source: Fund Balance and to approve two positions in the FY2023 Budget: Second by Councilman Alexander. The motion passed 3-0-2 (Barber/Thomas Abstained from the vote).

ADJOURN
Councilwoman Gantt motioned to adjourn the meeting at 11:00 p.m.: Second by Councilman Alexander. The motion passed 5-0.

Respectfully submitted by:

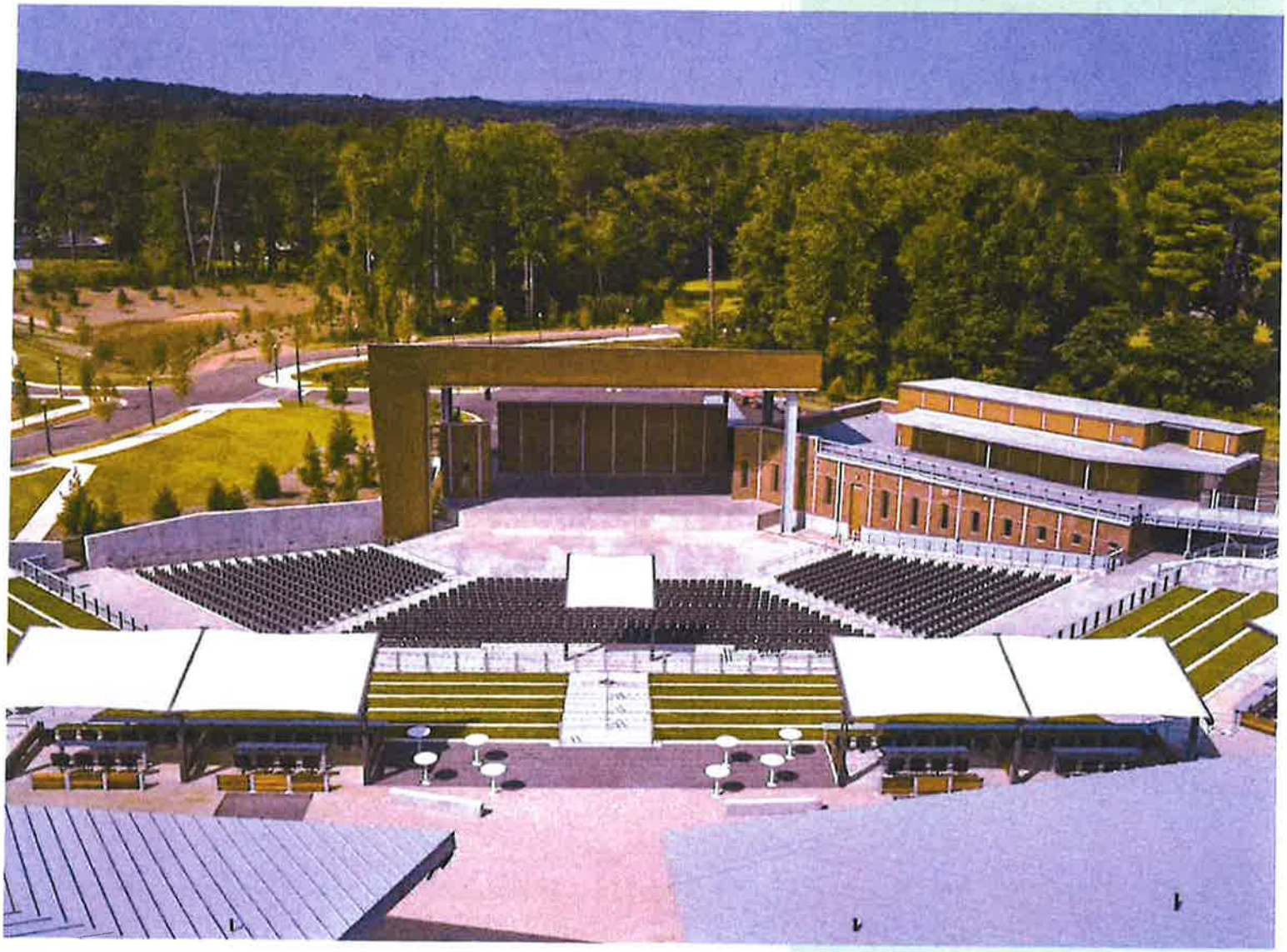
_____ _____
Vanessa Holiday, City Clerk MMC Anthony S. Ford, Mayor

Stockbridge

Where Community Connects

2023

City of Stockbridge, Georgia



PROPOSED BUDGET

Stockbridge

Where Community Connects

MEMORANDUM

TO: Mayor and Council

FROM: CMO Fredrick Gardiner

DATE: October 10, 2022

RE: FY 2023 Budget

You will find the attached proposed budget for Fiscal Year 2023. The proposed budget is intended to place the City of Stockbridge in the position of serving its citizens at the highest level during 2023 and in the future. The proposed budget underscores the City's commitment to excellent service and ensuring sound economic principles which will allow for a healthy financial outlook. In addition, the proposed FY 2023 budget proposes to enhance the cultural enjoyment of citizens and provide the foundation for economic development and our advancement into the future. The amphitheater will enhance the opportunity for City exposure in our state and region.

The City is poised to experience well-balanced growth and development in accordance with our land use plan. The City will continue to provide a high level of service to its citizens, provide activities and events each year that attracts thousands of visitors. The City will continue to move numerous capital projects forward toward completion.

The realistic revenue projection for FY 2023 is approximately $21.8 million, which of course means that overall budget has been reduced in various areas since the August budget retreat. In keeping within the FY2023 projections, the City will be reducing its health cost for staff by $773,002 from last year. The City will maintain the same level of healthcare as last year, just with another insurance carrier. Also, the City forgo with the standard increase of five percent in the 2023 proposed budget to maintain cost, but look to reestablish in FY2024.

Listed are key aspects of the FY 2023 Budget:

Revenue Projections

The economy continues to advance forward, modest increases are expected for franchise fees, licensing fees, and Local Option Sales Tax (LOST). Although, LOST revenues have been up over the past several months, a conservative approach to expenditures should be observed due to a potential recession.

The bulk of increases in health and dental costs are being absorbed by the City and not passed on to employees. As health care costs continue to increase, they are becoming a challenge for the public and private entities. We plan to utilize funds from SPLOST V, TSPLOST, and the last round of the American Rescue Plan Act (ARPA) funds to support our efforts addressing some capital needs.

Department	Positions
Information Technology	2
Community Development	1
Finance	1
Human Resources	1

Additional Comments

As a result of the City's commitment to serving the Citizens of Stockbridge the formation of the Stockbridge Police Department is providing law-enforcement operations and public safety support tailored to meet the needs of citizens and geography of the City. The Police Department commence to operations fully staff July 1, 2022 and will opens its new Police Facility by December 31, 2022 to serve the Citizens of Stockbridge.

Sincerely,

Fredrick Gardiner
City Manager
City of Stockbridge

Proposed Budget

for Fiscal Year ending

December 31, 2023

Stockbridge

Where Community Connects

Submitted by

Frederick Gardiner, City Manager

Vanessa Holiday, City Clerk

John Wiggins III, City Treasurer

MAYOR AND COUNCIL

Anthony S. Ford

Lakeisha T. Gantt

Yolanda Barber

Alphonso Thomas

Elton Alexander

John Blount

Table of Contents

Budget Calendar 6

Personnel Overview 7

Annual Operating Budget & Capital Improvement Policy 12

Budget Summary 18

Revenues.....22

Expenditures.....36

Capital Improvement Plan.....78

Appendix.....89

City of Stockbridge, Georgia
Fiscal Year 2023 Budget Calendar

Dates:	Action:
July 1	Budget officer prepares budget forms for distributions to departments
July 8	Budget officer distributes forms to department heads
July 21	Budget officer prepares preliminary General Fund revenue estimates
July 22	Departments return capital and budget request forms to budget officer/CMO
August 8	Capital budget submission to City Council
August 9 - 16	Budget officer reviews and adjusts each department's budget and prepares expenditure and revenue plans
August 17	Budget Retreat Day 1
August 18	Budget Retreat Day 2
August 19	Budget Retreat Day 3
September 1 - 30	Begin executive review and development of final budget content (Budget officer and City Manager)
October 1 - 7	Budget officer makes adjustments
October 5	
October 10	City Manager submits budget to the Mayor and City Council for review with message
October 13 & 20	Community Town Hall Meeting
November 23	City Clerk advertise public hearing
November 29	Second Public Budget Hearing
November 30	Budget officer makes adjustments
December 5	
December 12	Third Budget Hearing and City Council adopts the budget and revenue ordinances
January 1	Fiscal year begins

Personnel Summary

Stockbridge

Where Community Connects

The City of Stockbridge

City of Stockbridge --- 2023 Budgeted Positions

		Based on Budget 2022						
Departmental / Budgeted Area	Job Title	FTE Budgeted	PTE Budgeted	FTE Filled	PTE Filled	FTE Vacant	PTE Vacant	Account Numbers
Executive	City Manager	1		1				100-13000-511100
	Executive Assistant	1		1				100-13000-511100
	Public Information Officer	1		1				100-13000-511100
	Management Analyst	1		1				100-13000-511100
	Receptionist	1		1				100-13000-511100
Finance Administration	Treasurer/CFO	1		1				100-15100-511100
	Senior Accountant	1		1				100-15100-511100
	Budget Analyst	0		0		1		100-15100-511100
	Accounts Payable Clerk	1		1				100-15100-511100
	Payroll Specialist	1		1				100-15100-511100
	Accountant	1		1				100-15100-511100
	Purchasing Manager	1		1				100-15100-511100
	Purchasing Clerk	1		1				100-15100-511100
	Purchasing Specialist	1		1				100-15100-511100
Code Enforcement	Code Enforcement Officer	1		1				100-74500-511100
	Code Enforcement Supervisor	1		1				100-74500-511100
	Code Enforcement Officer	1		1				100-74500-511100
Main Street	Main Street Manager	1		1				100-75500-511100
	Main Street Coordinator	1		1				100-75500-511100
Permitting Development	Building Permit Coordinator	1		1				100-72000-511100
	Fire Marshall	1		1				100-72000-511100
Business Services	Occupational Tax Clerk	1		1				100-15160-511100
	Occupational Tax Clerk	1		1				100-15160-511100
	Business Services Supervisor	1		1				100-15160-511100
GIS/Planning	GIS Analyst or Technician	1		1				100-75700-511100
City Clerk	City Clerk	1		1				100-11300-511100
	Deputy City Clerk	1		1				100-11300-511100
	Administrative Assistant	1		1				100-11300-511100
Human Resources	Human Resources Manager	1		1				100-15400-511100
	Risk Management Specialist	0		0		1		100-15400-511100
	Human Resources Coordinator	1		1				100-15400-511100
Economic Development	Economic Development Director	1		1				100-75100-511100
MM Conference Center	Conference Center & Events Manager	1		1				555-15650-511100
	Events Technician	1		1				555-15650-511100
	Events Technician	1		1				555-15650-511100
	Conference Center Coordinator	1		1				555-15650-511100
	Administrative Assistant	1		1				555-15650-511100
	Events Coordinator	1		1		1		555-15650-511100
Administration-Court	Associate Judge							100-25000-511140
	Court Clerk	1		1				100-25000-511100
	Deputy Court Clerk	1		0		1		100-25000-511100
	Administrative Court Clerk	1		1				100-25000-511100

	Judge		1		1			100-25000-511142
	Solicitor		1		1			100-25000-511140
Governing Body	Mayor		1		1			100-11100-511120
	City Council		5		5			100-11100-511121
Governing Body Staff	Admin Assistant to Mayor & Council	1		1				100-11100-511100
	Executive Assistant to Mayor & Council	1		1				100-11100-511100
Planner & Zoning	Senior Planner	1		1				100-74100-511100
	Community Development Director	1		1				100-74100-511100
	Permit & License Manager	0		0		1		100-74100-511100
	Chief Planner	1		1				100-74100-511100
	Executive Assistant	1		1				100-74100-511100
	Planner I	1		1				100-74100-511100
Government Buildings/Property	Facilities Manager	1		1				100-15650-511100
	Facilities Technician	1		0		1		100-15650-511100
	Facilities Technician	1		1				100-15650-511100
Public Works	Administrative Assistant - Public Works	1		1				100-42200-511100
	Crew Leader - Public Works	1		1				100-42200-511100
	Crew Leader - Public Works	1		1				100-42200-511100
	Crew Leader - Public Works	1		1				100-42200-511100
	General Maintenance Supervisor	1		1				100-42200-511100
	Mechanic	1		1				100-42200-511100
	Mechanic	1		1				100-42200-511100
	Public Works Director	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
	Public Works Technician	1		1				100-42200-511100
Sanitation	Utility Billing Clerk- Sanitation	1		1				540-45200-511100
Sewer/Wastewater	Financial Services Technician - Sewer	1		1				505-43300-511100
	Wastewater Collections Systems Operator I	1		1				505-43300-511100
	Wastewater Collections Systems Operator I	1		1				505-43300-511100
	Wastewater Collections Systems Operator I	1		1				505-43300-511100
	Wastewater Reclamation Plant Superintendent	1		1				505-43300-511100
	Wastewater Chief Collections Operator	1		1				505-43300-511100
	Wastewater Chief Systems Operator	1		1				505-43300-511100
	Wastewater Systems Operator I	1		1				505-43300-511100
	Wastewater Systems Operator III	1		1				505-43300-511100
	Wastewater Systems Operator III	1		1				505-43300-511100
Stormwater	Stormwater Supervisor	1		1				510-42500-511100
	Stormwater Technician	1		0		1		510-42500-511100
	Stormwater Technician	1		1				510-42500-511100
	Stormwater Technician	1		1				510-42500-511100

	Stormwater Technician	1		1				510-42500-511100
Water	Utility Billing Supervisor - Water	1		1				505-44200-511100
	Water Superintendent	1		1				505-44200-511100
	Water Systems Technician I	1		1				505-44200-511100
	Water Systems Technician I	1		0		1		505-44200-511100
	Water Systems Technician I	1		1				505-44200-511100
	Water Systems Technician II			1				505-44200-511100
	Water Systems Technician I	1		1				505-44200-511100
	Water Systems Chief Operator	1		1				505-44200-511100
Police	POLICE OFFICER - PART TIME		1		1			100-32100-511100
	POLICE OFFICER - PART TIME		1		1			100-32100-511100
	POLICE ADMINISTRATIVE CLERK	1		1				100-32100-511100
	POLICE OFFICER	1		1				100-32100-511100
	POLICE OFFICER	1		1				100-32100-511100
	POLICE OFFICER	1		1				100-32100-511100
	POLICE OFFICER	1		1				100-32100-511100
	POLICE OFFICER	1		1				100-32100-511100
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	POLICE OFFICER	1		1				100-32100-511100
	POLICE OFFICER	1		1				100-32100-511100
	POLICE OFFICER	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE RECORDS COORDINATOR/TAC	1		1				100-32100-511100
	POLICE DETECTIVE	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE OFFICER	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE DETECTIVE	1		1				100-32100-511100
	POLICE DETECTIVE	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE SENIOR OFFICER	1		1				100-32100-511100
	POLICE CRIME SCENE INVESTIGATOR	1		1				100-32100-511100
	POLICE DETECTIVE	1		1				100-32100-511100
	POLICE EXECUTIVE ASSISTANT TO CHIEF	1		1				100-32100-511100
	POLICE DETECTIVE	1		1				100-32100-511100
	POLICE DETECTIVE FIRST CLASS	1		1				100-32100-511100
	POLICE DETECTIVE FIRST CLASS	1		1				100-32100-511100
	POLICE RECORDS COORDINATOR/TAC	1		1				100-32100-511100
	POLICE SENIOR CRIME SCENE INVESTIGATOR	1		1				100-32100-511100
	POLICE CORPORAL	1		1				100-32100-511100
	POLICE CORPORAL	1		1				100-32100-511100
	POLICE CORPORAL	1		1				100-32100-511100
	POLICE CORPORAL	1		1				100-32100-511100
	POLICE CORPORAL	1		1				100-32100-511100
	POLICE SERGEANT	1		1				100-32100-511100
	POLICE STAFF SERGEANT	1		1				100-32100-511100
	POLICE STAFF SERGEANT	1		1				100-32100-511100

	POLICE ADMINISTRATIVE SUPERVISOR	1		1				100-32100-511100
	POLICE OFFICER - PART TIME	1		1				100-32100-511100
	POLICE FIRST SERGEANT	1		1				100-32100-511100
	POLICE STAFF SERGEANT	1		1				100-32100-511100
	POLICE STAFF SERGEANT	1		1				100-32100-511100
	POLICE FIRST SERGEANT	1		1				100-32100-511100
	POLICE LIEUTENANT COMMANDER (CAPTAIN)	1		1				100-32100-511100
	POLICE LIEUTENANT COMMANDER (CAPTAIN)	1		1				100-32100-511100
	POLICE LIEUTENANT COMMANDER (CAPTAIN)	1		1				100-32100-511100
	POLICE LIEUTENANT COMMANDER (CAPTAIN)	1		1				100-32100-511100
	POLICE LIEUTENANT COMMANDER (CAPTAIN)	1		1				100-32100-511100
	POLICE LIEUTENANT COMMANDER (CAPTAIN)	1		1				100-32100-511100
	POLICE COMMANDER (MAJOR)	1		1				100-32100-511100
	POLICE COMMANDER (MAJOR)	1		1				100-32100-511100
	POLICE CHIEF	1		1				100-32100-511100
	TOTALS	153	10	150	10	8		

NOTES: Proposed Positions for 2023 Budget

1.) Permitting License Manager	Community Development Department
2.) Risk Specialist	Human Resources Department
3.) Budget Analyst	Finance
4.) Network Administrator	Information Technology
5.) Help Desk Technician	Information Technology

Stockbridge

Where Community Connects

The City of Stockbridge

ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT POLICY

The Georgia State law requires an annual balanced budget. The adopted budget shall be a balanced budget with anticipated revenues (including appropriated unencumbered surplus) equal to or greater than appropriated expenditures. All funds within the budget shall also be balanced.

The City's Proposed Budget shall be prepared annually by the City Manager with participation of all City Departments consistent with provisions of the City Charter and State Budget Laws. The Budget shall include (1) revenues forecasts (2) personnel costs, (3) operating and maintenance supply costs, (4) general services costs (5) debt service and; (6) capital and other (non-capital) costs.

The budget review process shall include public hearings. At the time the proposed budget is transmitted to members of the City Council by the City Manager, a copy will be made available for public inspection at City Hall and advertised in a local newspaper of general circulation. No earlier than seven days after the proposed budget is transmitted to the City Council and at least seven days in advance of budget adoption, a public hearing takes place to give the public an opportunity to comment on the proposed budget. Notice of a public hearing must be advertised at least fourteen days in advance of the public hearing.

Prior to the first day of the fiscal year, the City Council will adopt an Annual Operating Budget and Five-Year Capital Improvements at a public meeting. The annual and CIP budget shall be advertised at least one week prior to the meeting. The proposed budget is prepared by the City Manager and transmitted to members of the City Council for its review with sufficient time given for the City Council to address policy and fiscal issues.

▪ Adoption

The Budget shall be adopted by the approval of a budget ordinance that specifies the anticipated revenues by appropriate categories, the proposed expenditure totals for each department, each non-departmental expense, and for each fund covered by the budget.

▪ Amendments

Budget amendments must be approved by resolution. The budget shall be adopted at the fund/department level, which is the legal level of budgetary control. The current year's budget may be adjusted to reflect changes in local economy, changes in priorities or services needed, and receipt of unbudgeted revenues and for unanticipated expenditures.

▪ Balanced Budget

The Annual Budget consists of operating, debt services, grants, and capital spending. The Annual Budget shall be balanced with anticipated revenues, including appropriated, unencumbered surplus or stabilization reserves, equal to proposed expenditures. All funds within the Budget shall also be balanced. City Council will annually approve the revenues, expenditures, and capital improvements spending for all City fund appropriations. The Annual Budget will also include operating impacts from the Five-Year CIP. The operating impacts should address any one-time or reoccurring cost increases or decreases due to the major capital investment. Capital expenses include both major equipment and infrastructure improvement costs.

▪ Planning

The City will utilize a Decentralized Budget Process. All departments will be given an opportunity to participate in the Budget Process and submit funding requests to the City Manager.

▪ Capital

All Capital Expenditures must be approved as part of each department budget in the Capital Improvement Fund. Before committing to a Capital Improvement Project, the City Manager or his/her designee must verify fund availability. The Capital Budget provides annual funding for long-term capital projects identified in the Capital Improvement During the

Annual Budget Process, each department submits its Budget request including operating and capital needs. Upon review of the requests, major capital projects are placed in the Capital Improvements Fund. Other capital outlays are placed in the department's operating budget. Capital outlay is generally defined as an individual item in excess of $5,000 with a life expectancy of more than two years but less than 10 years.

Citywide capital improvements are assessed and prioritized based on the City's objectives and goals, the City's comprehensive work plan, and the City's strategic plan.

• Interim Reporting on the Annual Budget and Capital Improvements

Periodic financial reports will be provided to enable the City Manager to monitor and control the Annual Operating and Capital Budget and to enable Department Heads to manage the annual appropriations. These reports will be prepared and distributed to Department Heads and on to the City Manager. Summary financial and budgetary reports should be presented by the City Manager to the City Council no less than quarterly and preferably on a monthly basis.

• Control and Accountability

Each Department Head is responsible for ensuring that his/her department expenditures do not exceed budgeted funds. Departments cannot exceed appropriations described in the budget. Failure to achieve budgetary control will be evaluated and investigated by the City Manager.

• Budget Transfers

Contingent upon remaining within the confines of the total department budget, each Department Head has the authority to recommend Budget Transfers to the City Manager. Funds within departmental budget line items can be transferred upon the recommendation of the Department Head and with approval of the City Manager. Budget transfers over $5,000 for operating expenses for Capital Improvements must be approved by City Council prior to any spending or contract purchases.

BASIS of BUDGETING

The modified accrual basis is followed in all governmental funds. Under this method, revenues are recognized when they become measurable and available as net current assets. Expenditures are generally recognized when the obligation is incurred, with the exception of principal and interest on general long-term debt which is recognized when due, and purchase of Capital Assets whose cost are fully recognized at time of purchase and not amortized over the life of the asset.

Unlike full accrual basis, annual appropriated budgets are adopted for all funds at the department level. Budgets are adopted on a non-GAAP basis. All appropriations that have not been encumbered at the end of the fiscal year will lapse. Expenditures may not legally exceed budgeted appropriations at the department level.

All Proprietary Funds are budgeted for using the accrual basis of accounting. Whereby, revenues are recognized when incurred. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

GAAP BASIS vs. BUDGET BASIS

Budgets are adopted on a basis consistent with GAAP except for the capital projects fund, which have project length budgets, rather than annual budgets. The City adopts budgets for its enterprise and internal service funds; however, the reporting of the budget to actual comparison is not required.

How to Use this Budget

WHAT IS A BUDGET?

A budget is a financial plan for a city. It includes both estimates of resources available, including revenues and fund balance, and appropriations that are the authority to spend money for specific purposes. After extensive input from the various departments, as well as the public, the budget is prepared by the Finance Department. The City Manager presents the budget for adoption to Mayor & City Council.

The document begins with a transmittal letter from the City Manager. This letter summarizes the contents of the budget and provides an explanation of the rationale used by the City Manager during the budget development process. The City Manager also outlines the administration's work program for the upcoming year.

The budget document is prepared to provide information about the City, both financial information and operational/policy information from a variety of perspectives and degree of detail. The reader should first review the Table of Contents and the Glossary and then read the Transmittal letter. The Financial Summary Section should then be reviewed. Finally, the specific department and program budgets provide the detailed information as to what purposes the City's resources will be utilized during the fiscal year. When reading this document, it is useful to remember that it has been developed based on both organizational structure and financial structure. The organizational structure is reflected in the departmental budgets. The financial structure is reflected in the reporting of expenditures and revenues by fund. A fund is a self-balancing set of accounts designed to track specific revenues and the uses of those revenues. Each fund is independent of all other funds and money cannot be transferred from one fund to another without the approval of the City Council.

QUESTIONS & ANSWERS

Q: What is the purpose of the City Budget?

A: The budget is an annual financial plan for the City of East Point. It specifies the level of municipal services to be provided in the coming year and the resources, including personnel positions, capital expenditures and operating expenses needed to provide these services. It reflects the policies and priorities set by the Mayor and City Council. How to Use this Budget

Q: What is a fiscal year?

A: A fiscal year is a 12-month operating cycle that comprises a budget and financial reporting period. The City's fiscal year begins on January 1st and ends on December 31st.

Q: What is an operating budget?

A: An operating budget is an annual financial plan for recurring expenditures, such as salaries, utilities, and supplies.

Q: What is a capital improvement budget?

A: A capital improvement budget is both a short and long-range plan for the construction of physical assets, such as buildings, streets, sewers, as well as vehicles and equipment.

Q: What is an enterprise fund?

A: An enterprise fund earns its own revenues by charging customers for the services that it provides. It receives no tax funds.

Q: What is a budget appropriation?

A: A budget appropriation is a specific amount of money that has been approved by the City Council for use in a particular manner.

Q: What is a budget amendment?

A: A budget amendment is an ordinance adopted by the City Council which alters the adopted budget by appropriating additional monies to a department, decreasing appropriations to a particular department, or transferring funds from one department to another.

Budget Process

The City of Stockbridge is required to prepare an annual budget in accordance with the City Charter. The budget is prepared for each fiscal year beginning January 1 through December 31st. The City Manager prepares a proposed budget to present at the City's Budget Retreat hosted in August or September of each year to get Mayor & Council vision for the City's operation.

For the fiscal year 2021, the City of Stockbridge began the budget process with updates to its capital budget long term infrastructural projects and proposal for new projects in the new budget year. The City then begun the preparation of the operational budget with revenue and expenditure projections. In forecasting revenues and expenditures, the City first reviewed its mission statement, strategy plan and goals and objectives to set priorities for spending. In addition, staff considered historical trends, current changes within the City and projected economic trends when forecasting revenues and expenditures.

Budget Preparation

Prior to the departmental submission of their annual request, the Finance Department conducted an annual training session for all personnel involved in the budget process, if needed. During the training, the staff was trained on the steps to completing the budget process and advised of fiscal year changes, highlight critical deadlines and reviewed issues likely to impact the City. Each department then prepared their proposed expenditure based on operational priorities. Directors submitted their budget recommendations to the Finance Department for initial review and coordination.

Budget Review

The Finance Department works with each department head to compile all proposed revenues and expenditures for the new fiscal year. The City Manager, Finance Director and Human Resources meet with each director to review their personnel budget requests. Once all departments' recommended revenues and operational expenditure request are reviewed and approved by the City Manager, a proposed budget is submitted to the Mayor & Council. Prior to the adoption of the budget, the City conducts community budget meetings in which staff provide information and answer questions regarding both the capital projects and operational budget.

Budget Adoption

The City Charter requires three reading of the budget prior to adoption. The attached budget calendar shows the proposed dates for the publication and reading of the new budget.

BUDGET AMENDMENTS

The City of Stockbridge sees its annual budget as a fluid document. While every effort is made to operate within the confines of the adopted budget, there are times when amendments are required. Budget amendments may require the approval of the City Council by an ordinance. Occasions requiring an amendment to the budget include, but are not limited to:

- Acceptance of additional grant money.
- Appropriation of additional funding if expenditures are projected to exceed budgeted amounts.

- Re-appropriation of funds from one department to another when deemed necessary.

Line item or department changes that has no impact on the total of allocated budget only requires the approval of the City Manager.

KEY ACTORS

While all employees are a part of the budget process at some point, there are several people who play more intricate roles in this process.

Mayor & City Council: The Mayor and City Council set policies which drive the development of the budget, which consists of the Mayor and Council members and conduct public hearings and readings of the budget ordinance.

City Manager: The City Manager presents the budget document to the Mayor and City Council for approval.

Department Directors: Department Directors must review previous capital improvement plans, make necessary changes and request to allow the City to develop a 5-year comprehensive five-year CIP Program. In addition, Directors must then submit requests for additional personnel, purchased good and services which will all the finance department to develop each departmental budget request and budget document.

Finance Director: The Finance Director is primarily responsible for providing direction for the budget, reviewing financial analyses, projections and overseeing the budget process.

The budget document must be completed for the City Manager to present to City Council. Once the budget is approved, the budget book is prepared and submitted to the GFOA for consideration of the Distinguished Budget Award.

Budget Summary

Stockbridge

Where Community Connects

The City of Stockbridge

General Fund Proposed Budget

Stockbridge
Where Community Connects

GF 100	EXPENDITURES	2023 BUDGET AMOUNT	2022 BUDGET AMOUNT	VARIANCE	VARIANCE %
11100	GOVERNING BODY	483,620.72	415,058.97	(68,561.75)	2.1%
11300	CITY CLERK	354,084.31	582,916.87	228,832.56	-7.0%
13000	EXECUTIVE	798,726.16	715,812.79	(82,913.37)	2.5%
15100	FINANCIAL ADMINISTRATION	941,158.94	1,056,679.10	115,520.16	-3.5%
15110	NON-DEPARTMEMTAL	443,200.00	591,000.00	147,800.00	-4.5%
15160	BUSINESS SERVICES	238,331.30	273,923.59	35,592.29	-1.1%
15650	GOVERNMENT BLDG/PROPERTY	896,033.75	979,734.11	83,700.36	-2.6%
15400	HUMAN RESOURCES	520,952.37	547,412.89	26,460.52	-0.8%
15350	INFORMATION TECHNOLOGY	841,369.69	649,582.00	(191,787.69)	5.9%
25000	MUNICIPAL COURT	421,576.81	454,084.53	32,507.72	-1.0%
32100	POLICE ADMINISTRATION	5,934,581.31	3,611,296.25	(2,323,285.07)	71.1%
42200	PUBLIC WORKS	3,103,700.54	3,881,423.67	777,723.13	-23.8%
61900	CITY EVENTS	284,500.00	280,000.00	(4,500.00)	0.1%
62200	PARKS	192,000.00	357,500.00	165,500.00	-5.1%
72000	PERMITTING DEVELOPMENT	703,065.25	749,443.80	46,378.55	-1.4%
74100	PLANNING & ZONING	661,842.59	669,300.30	7,457.71	-0.2%
74500	CODE ENFORCEMENT	243,543.53	270,643.02	27,099.49	-0.8%
75100	ECONOMIC DEVELOPMENT	161,219.69	178,245.41	17,025.72	-0.5%
75500	MAIN STREET PROGRAM	214,303.89	260,562.14	46,258.25	-1.4%
75700	GIS/PLANNING	105,592.62	128,837.38	23,244.76	-0.7%
90000	OTHER FINANCING USES	4,207,159.76	1,827,536.30	(2,379,623.46)	72.8%
		21,750,563.23	**18,480,993.12**	**(3,269,570.11)**	**100.0%**

GF	REVENUE	2023 BUDGET AMOUNT	2022 BUDGET AMOUNT	VARIANCE	VARIANCE %
100	GENERAL FUND	21,750,563.22	18,480,993.11	(3,269,570.11)	100.0%
		21,750,563.22	**18,480,993.11**	**(3,269,570.11)**	**100%**

GF	DIFFERENCE (EXP-REV)	0.00	0.00	0.00

Enterprise Funds Proposed Budget

Stockbridge
Where Community Connects

EXPENDITURES	2023 BUDGET AMOUNT	2022 BUDGET AMOUNT	VARIANCE	VARIANCE %
255 GRANT FUND	1,000,000.00	-	(1,000,000.00)	75.4%
275 HOTEL/MOTEL	375,000.00	375,000.00	-	0.0%
340 CAPITAL PROJECT GRANTS	-	150,000.00	150,000.00	-11.3%
350 URA	1,208,358.50	1,223,177.76	14,819.26	-1.1%
353 CAPITAL CITYWIDE	13,539,688.00	10,623,467.00	(2,916,221.00)	219.9%
355 DDA	45,000.00	45,000.00	-	0.0%
360 PUBLIC FACILITIES AUTHORITY	2,943,804.26	3,014,566.25	70,761.99	-5.3%
495 CEMETERY	10,000.00	20,000.00	10,000.00	-0.8%
505 WATER	2,190,087.19	2,300,088.02	110,000.83	-8.3%
505 SEWER	1,920,645.51	2,166,862.00	246,216.49	-18.6%
505 DEBT SERVICE	127,240.20	127,240.20	-	0.0%
510 STORMWATER	1,038,517.79	1,654,500.00	615,982.21	-46.4%
540 SANITATION	1,922,192.23	2,112,232.98	190,040.75	-14.3%
555 MMCC	735,607.18	902,634.74	167,027.56	-12.6%
565 AMPHITHEATER COMPLEX*	435,000.00	450,000.00	15,000.00	-1.1%
	26,491,140.86	**25,164,768.95**	**(1,326,371.91)**	**100.0%**

REVENUES	2023 BUDGET AMOUNT	2022 BUDGET AMOUNT	VARIANCE	VARIANCE %
255 GRANT FUND	1,000,000.00	-	(1,000,000.00)	75.4%
275 HOTEL/MOTEL	375,000.00	375,000.00	-	0.0%
340 CAPITAL PROJECT GRANTS	-	150,000.00	150,000.00	-11.3%
350 URA	1,208,358.50	1,223,177.76	14,819.26	-1.1%
353 CAPITAL CITYWIDE	13,539,688.00	10,623,467.00	(2,916,221.00)	219.9%
355 DDA	45,000.00	45,000.00	-	0.0%
495 CEMETERY	10,000.00	20,000.00	10,000.00	-0.8%
360 PUBLIC FACILITIES AUTHORITY	2,943,804.26	3,014,566.25	70,761.99	-5.3%
505 WATER	2,317,327.39	2,427,328.22	110,000.83	-8.3%
505 SEWER	1,920,645.51	2,166,862.00	246,216.49	-18.6%
510 STORMWATER	1,038,517.79	1,654,500.00	615,982.21	-46.4%
540 SANITATION	1,922,192.23	2,112,232.98	190,040.75	-14.3%
555 MMCC	735,607.18	902,634.74	167,027.56	-12.6%
565 AMPHITHEATER COMPLEX*	435,000.00	450,000.00	15,000.00	-1.1%
	26,491,140.86	**25,164,768.95**	**(1,326,371.91)**	**101.1%**

DIFFERENCE (REV-EXP)	-	**0.00**	**(0.00)**

Proposed Revenue & Expenditure by Fund

FUND	REVENUES	EXPENITURES	$CHANGE
GENERAL FUND	$21,750,563.22	$21,750,563.23	$0.00
GRANT FUND	1,000,000.00	1,000,000.00	-
HOTEL/MOTEL	375,000.00	375,000.00	-
CAPITAL PROJECT GRANTS	-	-	-
URA	1,208,358.50	1,208,358.50	-
CAPITAL CITYWIDE	13,539,688.00	13,539,688.00	-
DDA	45,000.00	45,000.00	-
PFA	2,943,804.26	2,943,804.26	-
CEMETERY	10,000.00	10,000.00	-
WATER	2,317,327.39	2,317,327.39	-
SEWER	1,920,645.51	1,920,645.51	-
STORMWATER	1,038,517.79	1,038,517.79	-
SANITATION	1,922,192.23	1,922,192.23	-
MMCC	735,607.18	735,607.18	-
AMPHITHEATER COMPLEX*	435,000.00	435,000.00	-
TOTAL OF ALL FUNDS	**$49,241,704.08**	**$49,241,704.09**	**$0.00**

REVENUES

Stockbridge

Where Community Connects

The City of Stockbridge

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 100 - GENERAL FUND
Revenue
Division: 00000 - OPENING ENTRIES

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
100-00000-311500	INTANGIBLE RECORDING TAX	74,396.75	108,553.41	86,854.09	44,101.42	108,553.00
100-00000-311600	REAL ESTATE TRANSFER	22,279.86	55,120.06	30,792.30	35,022.18	55,120.00
100-00000-311710	FRANCHISE TAX-ELECTRIC	1,064,575.66	1,079,249.75	1,165,000.00	-	1,165,000.00
100-00000-311715	FRANCHISE TAX - EMC	31,171.93	32,638.52	2,850.46	-	32,638.00
100-00000-311720	FRANCHISE TAX-COLLEGE PK.	7,179.28	5,816.25	12,214.13	5,727.91	5,816.00
100-00000-311730	FRANCHISE TAX-GAS	162,626.77	175,445.39	179,898.94	93,892.30	175,445.00
100-00000-311750	FRANCHISE TAX-TELV CABLE	180,541.65	227,716.71	237,001.19	43,625.27	227,700.00
100-00000-311760	FRANCHISE TAX-TELEPHONE	151,874.47	30,423.29	27,664.71	15,889.32	30,400.00
100-00000-311790	FRANCHISE TAX-OTHER	1,536.26	829.78	732.92	534.35	1,000.00
100-00000-313100	LOCAL OPTION SALES/USE TX	5,258,354.15	5,935,293.26	5,369,181.00	2,019,553.05	5,400,000.00
100-00000-313110	HCTC - AVT TAX	555,528.03	789,505.47	632,873.47	298,532.78	600,000.00
100-00000-314201	BEER TAX	399,530.24	358,094.07	277,122.05	140,989.51	300,000.00
100-00000-314202	LIQUOR TAX-PACKAGE SALES	244,419.28	246,277.11	206,279.72	102,539.64	246,000.00
100-00000-314203	WINE TAX	148,628.50	153,662.95	146,963.63	53,066.91	146,000.00
100-00000-314204	CONSUMPTION TAX - LIQUOR	50,034.01	83,571.27	64,541.27	42,476.12	84,000.00
100-00000-316100	OCCUPATIONAL TAX	753,141.95	809,382.20	900,000.00	1,015,521.31	1,100,000.00
100-00000-316112	GA MUNICIPAL LICENSE FEE	49,830.00	58,575.00	115,416.00	49,580.00	60,000.00
100-00000-316113	MISC BUSINESS TAX	13,326.48	36,482.62	5,276.15	1,152.60	20,000.00
100-00000-316150	OCCUPATIONAL TAX ADMIN.	93,160.00	120,512.90	99,487.50	42,795.80	95,000.00
100-00000-316200	INSURANCE PREMIUM TAX	2,122,712.53	2,187,070.71	2,300,000.00	-	2,300,000.00
100-00000-316300	Financial Institution Taxes	95,273.00	83,774.00	175,925.40	105,427.00	105,000.00
100-00000-318000	CITY PROPERTY TAX	-	-	2,000,000.00	-	-
100-00000-319111	FORECLOSED/VACANT-REG FEE	900.00	1,100.00	630.00	1,167.60	2,000.00
100-00000-321110	OT ALCOHOLIC BEV-BEER	43,875.00	41,490.75	81,618.08	41,250.00	42,000.00
100-00000-321120	OT ALCOHOLIC BEV-WINE	40,125.00	39,240.75	76,893.08	39,750.00	50,000.00
100-00000-321130	OT ALCOHOLIC BEV-LIQUOR	107,500.00	109,248.50	224,171.85	115,000.00	120,000.00
100-00000-321140	ALCOHOLIC BEV-SPEC. EVENT	342.46	-	-	3,271.76	3,500.00
100-00000-321200	OT REGULATORY FEE	17,670.00	17,115.00	32,823.00	21,825.00	22,000.00
100-00000-322200	BSD - BUILDING PERMIT FEES - COMMERCIAL	180,161.91	99,506.11	72,737.57	179,909.64	420,000.00
100-00000-322201	BSD - MECH, ELEC, PLUMBING PERMIT FEES - COMMER	16,563.21	10,833.25	8,767.50	3,375.00	70,000.00
100-00000-322203	BSD - OTHER PERMIT FEES - COMMERCIAL	4,250.00	200.00	-	150.00	10,000.00
100-00000-322204	BSD - BUILDING PERMIT FEES RESIDENTIAL	230,362.90	168,478.75	182,440.10	20,966.40	370,000.00
100-00000-322205	BSD - MECH,ELEC,PLUMBING - PERMIT FEES RESIDENT.	6,821.00	12,852.50	12,285.00	5,594.00	80,000.00
100-00000-322207	BSD - OTHER PERMIT FEES RESIDENTIAL	5,075.00	7,025.00	5,775.00	2,375.00	10,000.00
100-00000-322211	ZONING CONFIRMATION FEE	-	-	-	-	-
100-00000-322215	ZONING VERIFICATION FEES	17,150.00	15,649.08	17,323.07	7,790.00	14,000.00
100-00000-322990	FILM REVENUE	9,883.41	13,200.00	14,700.00	-	10,000.00
100-00000-323100	OCCUPATIONAL TAX PENALTY	15,092.26	33,375.89	62,396.27	42,668.49	45,000.00
100-00000-323101	ENG - PERMITS	33,616.25	25,000.00	19,897.50	14,205.00	30,000.00
100-00000-323400	OCCUPATIONAL TAX-INTEREST	-	-	-	-	-
100-00000-323901	ENG - HOURLY	2,610.00	122.00	-	-	-
100-00000-323902	ENG - PLAN REVIEW	21,010.00	7,650.00	7,035.00	16,635.00	21,000.00
100-00000-323903	ESPC - STATE	-	-	-	-	-
100-00000-323904	ESPC - INSPECTIONS	13,625.00	7,075.00	13,209.00	35.00	7,000.00
100-00000-324210	BSD PENALTY	3,969.22	1,275.00	2,257.50	325.00	1,332.50
100-00000-334110	PRODUCT DEVELOPMENT GRANT	-	6,000.00	-	-	-
100-00000-334311	GRANTS FOR STREETS	291,306.61	260,854.32	300,000.00	281,848.94	1,212,067.74
100-00000-341300	BSD - PLAN CHECK FEES - COMMERCIAL	22,589.79	42,501.59	59,316.92	106,579.92	100,000.00
100-00000-341301	BSD - PLAN CHECK FEES - RESIDENTIAL	21,427.33	38,695.50	18,740.55	9,224.69	37,821.23
100-00000-341302	PZ - REZONING APP FEE - SINGLE FAMILY RES	-	31,471.96	-	9,883.68	10,000.00
100-00000-341304	PZ - REZONING APP FEE - COMMERCIAL INDUSTRIAL	-	-	-	800.00	3,280.00
100-00000-341305	PZ - REZONING APP FEE - DRI	2,420.92	6,186.00	-	-	1,000.00
100-00000-341306	PZ - ZONING CERTIFICATION FEE	900.00	100.00	-	-	500.00
100-00000-341324	CAPITAL FACILITIES - DEVEL IMPACT FEES	-	-	-	-	-

100-00000-341400	PRINTING & DUPLICAT SRVCS	364.49	-	-	37.50	153.75
100-00000-341910	OTHER-ELECTION QUAL FEE	-	3,024.00	-	-	
100-00000-342201	FIRE - OPERATIONAL PERMITS	1,350.00	1,850.00	2,992.50	1,250.00	5,125.00
100-00000-342202	FIRE - CONSTRUCTION PERMITS	8,050.00	7,850.00	11,130.00	10,465.00	20,000.00
100-00000-342203	FIRE - INSPECTION FEES	16,754.50	24,692.60	24,381.00	13,077.06	20,000.00
100-00000-342204	FIRE - OTHER FEES AND CHARGES	100.00	-	-	-	-
100-00000-342900	OTHER SERVICE FEES	-	331,465.47	-	-	150,000.00
100-00000-343400	RIGHT OF WAY PERMIT FEE	3,150.00	2,200.00	2,520.00	1,950.00	3,000.00
100-00000-349300	BAD CHECK FEES	325.00	375.00	367.50	425.00	500.00
100-00000-349400	OPENEDGE MERCHANT FEE	8,217.12	9,494.54	11,310.05	2,644.86	5,000.00
100-00000-351140	FINES & FORFEITURES	26,497.50	56,095.48	827,948.00	45,442.00	900,000.00
100-00000-351145	CODE ENFORCEMENT FINES	-	400.00	210.00	4,425.00	10,000.00
100-00000-361000	INTEREST REVENUES	27,336.63	1,893.86	1,722.85	809.10	1,893.00
100-00000-361015	PENALTY & INT. ALCOHOL TX	-	-	-	-	-
100-00000-381100	SPRINT COM - RENT	44,114.47	45,437.73	107,389.23	5,700.00	45,437.00
100-00000-381200	PARK PAVILION RENTAL	1,850.91	21,175.29	15,907.73	36,131.49	21,175.00
100-00000-381300	T-MOBILE TOWER LEASE	44,043.00	41,906.59	48,002.09	70,744.33	41,906.00
100-00000-383000	INS.REIM.DAM./STOLEN PROP	15,769.65	46,837.32	-	791.12	14,000.00
100-00000-389012	YOUTH COUNCIL FUNDRAISER	278.25	-	-	200.00	820.00
100-00000-389013	CITY EVENTS REVENUE	5,725.00	6,340.00	12,915.00	13,990.00	14,000.00
100-00000-389014	BRIDGEFEST	-	-	10,000.00	600.00	2,460.00
100-00000-389015	TASTY TUESDAY/FOOD TRUCK SPONSORSHIP	-	2,580.00	6,000.00	6,620.00	7,000.00
100-00000-389018	HOLIDAY FESTIVAL SPONSORSHIP	-	-	800.00	-	800.00
100-00000-389019	VETERAN'S DAY SPONSORSHIP	-	-	1,000.00	-	1,000.00
100-00000-389020	PRETTY IN PINK SPONSORSHIP	-	50.00	1,000.00	-	1,000.00
100-00000-389021	SOUNDS OF SUMMER SPONSORSHIP	-	-	3,400.00	-	2,500.00
100-00000-389022	MEMORIAL MARCH SPONSORSHIP	-	-	700.00	300.00	1,230.00
100-00000-389023	TEEN ABASSADOR INITIATIVE	-	-	-	-	-
100-00000-389030	MISCELLANEOUS	2,612.04	61,696.84	28,197.39	23,263.53	61,696.00
100-00000-389038	MAIN STREET SPONSORS	-	-	-	-	-
100-00000-389040	FROM RESERVES	-	-	1,982,748.05	-	4,500,000.00
100-00000-391100	OPERATING TRANSFER IN	-	-	121,259.80	-	215,000.00
100-00000-392100	SALE OF GEN FIXED ASSETS	6,380.10	54,694.70	10,000.00	-	54,694.00
100-00000-392200	PROPERTY SALE	-	79,871.75	-	-	700,000.00
Division: 00000 - OPENING ENTRIES Total:		**12,802,286.73**	**14,374,172.84**	**18,480,993.11**	**5,273,923.58**	**21,750,563.22**

Budget Worksheet

Stockbridge
Where Community Connects

Revenue

Fund: 275 - HOTEL/MOTEL TAX

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
275-00000-314100	HOTEL/MOTEL TAX	349,863.35	546,818.44	375,000.00	206,142.14	375,000.00
Division: 00000 - OPENING ENTRIES Total:		**349,863.35**	**546,818.44**	**375,000.00**	**206,142.14**	**375,000.00**

Budget Worksheet

Stockbridge
Where Community Connects

Revenue

Fund: 350 - URBAN REDEVELOPMENT AGENCY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
350-00000-391100	OPERATING TRANSFERS IN	1,203,848.37	1,205,336.63	1,223,177.76	1,001,588.87	1,208,358.50
Division: 00000 - OPENING ENTRIES Total:		**1,203,848.37**	**1,205,336.63**	**1,223,177.76**	**1,001,588.87**	**1,208,358.50**

Budget Worksheet

Stockbridge
Where Community Connects

Revenue

Fund: 355 - DOWNTOWN DEVELOPMENT AUTHORITY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
355-00000-389030	MISC REVENUE	-	-	45,000.00	-	45,000.00
Division: 00000 - OPENING ENTRIES Total:		**-**	**-**	**45,000.00**	**-**	**45,000.00**

Budget Worksheet

Revenue

Fund: 360 - PUBLIC FACILITIES AUTHORITY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
360-00000-391100	OPERATING TRANSFERS IN	-	-	3,014,566.25	-	2,943,804.26
360-00000-393200	BOND PROCEEDS - TRAIL PROJECT FUND	-	1,008,623.66	-	-	-
360-00000-393201	BOND PROCEEDS - CULTURAL ART CTR FUND	-	14,067,750.47	-	-	-
360-00000-393202	BOND PROCEEDS - PUBLIC SAFETY EQUIP FUND	-	3,016,447.55	-	-	-
360-00000-393203	BOND PROCEEDS - AMPHITHEATER PROJ FUND	-	6,854,319.18	-	-	-
360-00000-393205	BOND CAPITALIZED INTEREST - PFA	-	321,761.18			
Division: 00000 - OPENING ENTRIES Total:		**-**	**25,268,902.04**	**3,014,566.25**	**-**	**2,943,804.26**

Budget Worksheet

Stockbridge
Where Community Connects

Revenue

Fund: 495 - CEMETERY FUND

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
495-00000-361000	INTEREST REVENUES	-	-	20,000.00	-	10,000.00
Division: 00000 - OPENING ENTRIES Total:		-	-	**20,000.00**	-	**10,000.00**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 505 - WATER & SEWER
Revenue
Division: 43300 - SEWER

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
505-43300-344230	SEWER RESIDENTIAL	655,978.37	669,769.60	655,000.00	253,801.87	525,000.00
505-43300-344231	SEWER HC LEXINGTON SQUARE	55,544.10	54,938.97	50,000.00	21,554.61	40,000.00
505-43300-344232	SEWER COLLECTION FEE HC	7,079.90	4,669.58	5,000.00	1,884.23	5,000.00
505-43300-344233	SEWER APTS/MOBILE HOMES	399,378.56	461,710.70	375,000.00	228,467.57	435,000.00
505-43300-344234	SEWER HC B OF ED,3 CONYER	27,250.91	28,206.05	25,000.00	9,644.56	20,000.00
505-43300-344235	SEWER COMMERCIAL	301,792.34	336,950.44	355,000.00	132,676.43	325,000.00
505-43300-344236	SEWER BASE RESIDENTIAL	169,956.23	175,669.51	170,000.00	74,070.00	150,000.00
505-43300-344237	SEWER BASE COMMERCIAL	22,284.00	22,130.68	23,000.00	9,105.00	20,000.00
505-43300-344239	WILDWIND SEWER	(20,954.64)	4,356.76	24,000.00	1,062.62	10,000.00
505-43300-344240	SEWER CONNECT	179,848.00	12,000.00	50,000.00	6,000.00	35,000.00
505-43300-344299	SEWER IMPACT FEES	267,396.00	16,000.00	100,000.00	8,000.00	75,000.00
505-43300-361000	INTEREST REVENUES	-	-	300.00	-	300.00
505-43300-389040	FROM RESERVES	-	-	334,562.00	-	280,345.51
505-43300-391100	OPERATING TRANSFERS IN	-	-	-	-	-
Division: 43300 - SEWER Total:		**2,065,553.77**	**1,786,402.29**	**2,166,862.00**	**746,266.89**	**1,920,645.51**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 505 - WATER & SEWER
Revenue
Division: 44200 - WATER

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
505-44200-344210	WATER RESIDENTIAL	723,311.26	754,448.42	700,000.00	286,547.39	650,000.00
505-44200-344211	WATER APTS./MH	417,676.79	463,518.24	385,000.00	228,720.02	400,000.00
505-44200-344212	WATER IRRIGATION	16,724.11	17,748.29	20,000.00	6,869.50	20,000.00
505-44200-344215	WATER COMMERCIAL	480,259.67	527,357.69	500,000.00	197,525.13	450,000.00
505-44200-344216	WATER BASE RESIDENTIAL	178,404.10	184,225.51	187,000.00	77,585.00	155,000.00
505-44200-344217	WATER BASE COMMERCIAL	128,429.00	128,101.00	135,000.00	50,828.00	135,000.00
505-44200-344220	WATER CONNECT	126,033.00	14,900.00	100,000.00	11,300.00	55,000.00
505-44200-344221	WATER 2ND FIRELINE METERS	2,062.80	2,062.80	2,000.00	859.50	2,000.00
505-44200-344223	WATER MISCELLANEOUS	-	-	100.00	-	100.00
505-44200-344290	LATE FEES	48,454.31	73,760.22	70,000.00	26,249.18	55,000.00
505-44200-344295	RECONNECT FEE	1,700.00	600.00	10,000.00	1,290.52	10,000.00
505-44200-344299	WATER IMPACT FEES	199,491.00	12,000.00	100,000.00	6,000.00	75,000.00
505-44200-361000	INTEREST REVENUES	-	-	100.00	-	100.00
505-44200-389040	FROM RESERVES	-	-	218,128.22	-	182,887.19
Division: 44200 - WATER Total:		**2,322,546.04**	**2,178,722.17**	**2,427,328.22**	**893,774.24**	**2,190,087.19**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 510 - STORMWATER
Revenue
Division: 42500 - STORMWATER

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
510-00000-319900	PENALTY/INTEREST STRMWTR	1,164.54	1,500.27	-	562.45	-
510-00000-349700	STORMWATER FEES	994,337.44	941,749.60	1,300,000.00	315.38	1,035,827.00
510-00000-349800	STORMWATER FEES PRIOR YRS	29,375.36	98,821.75	30,000.00	26,960.94	2,690.79
510-00000-389040	FROM RESERVES	-	-	324,500.00	-	
510-00000-392505	CONTRIBUTED CAPITAL	-	108,442.70	-	-	
Division: 00000 - OPENING ENTRIES Total:		**1,023,712.80**	**1,149,014.05**	**1,654,500.00**	**27,276.32**	**1,038,517.79**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 540 - SANITATION SOLID WASTE COLLECTION
Revenue
Division: 45200 - SANITATION SOLID WASTE COLLECTION

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
540-00000-319901	PENALTY/INTEREST SANI	1,777.86	2,270.91	1,000.00	949.96	1,000.00
540-00000-344110	SAN-REVENUE	1,137,696.55	1,769,906.56	1,761,000.00	40,650.66	1,698,765.00
540-00000-344130	SAN-RECYCLED MAT REVENUE	1,219.10	298.20	2,000.00	852.00	2,000.00
540-00000-349801	SANI-PRIOR YEARS REVENUE	7,631.98	7,945.77	5,000.00	3,557.51	5,000.00
540-00000-381000	RENTS & ROYALTIES	83,340.19	103,893.93	130,000.00	35,558.01	130,000.00
540-00000-389040	FROM RESERVES	-	-	213,232.98	-	85,427.23
Division: 00000 - OPENING ENTRIES Total:		**1,231,665.68**	**1,884,315.37**	**2,112,232.98**	**81,568.14**	**1,922,192.23**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 555 - MERLE MANDERS CONFERENCE CENTER
Revenue
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
555-00000-381000	RENTS & ROYALTIES	22,258.00	(9,660.00)	155,000.00	-	200,000.00
555-00000-381201	EQUIPMENT RENTAL	-	-	1,000.00	-	-
555-00000-381301	DANCE FLOOR RENTAL	-	-	5,000.00	-	10,000.00
555-00000-389004	KITCHEN RENTAL $600	500.00	-	1,750.00	-	-
555-00000-389007	CANCELLATION FEE	-	-	1,250.00	-	-
555-00000-389018	CLIENT EVENT ATTENDANT	3,750.00	(1,350.00)	11,000.00	-	-
555-00000-389030	MISCELLANEOUS	-	-	1,000.00	-	-
555-00000-391100	OPERATING TRANSFERS IN	616,108.54	542,633.43	726,634.74	-	525,607.18
Division: 00000 - OPENING ENTRIES Total:		**642,616.54**	**531,623.43**	**902,634.74**	**-**	**735,607.18**

Budget Worksheet

Stockbridge
Where Community Connects

Revenue
Fund: 565 - AMPHITHEATER COMPLEX

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED REVENUES
565-00000-347300	TICKET SALES	-	155,862.70	-	214,888.26	-
565-00000-347305	CONCESSION SALES		17,832.44			
565-00000-381000	RENTS & ROYALTIES	-	-	-	-	435,000.00
565-00000-391000	TRANSFER FROM SPLOST IV BOND ACCT	-	-	450,000.00	-	-
Division: 00000 - OPENING ENTRIES Total:		**-**	**173,695.14**	**450,000.00**	**214,888.26**	**435,000.00**

EXPENDITURES

Stockbridge

Where Community Connects

The City of Stockbridge

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 11100 - GOVERNING BODY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-11100-511100	REGULAR EMPL. SALARIES	-	-	-	-	103,563.20
100-11100-511120	MAYOR	14,400.00	14,400.00	14,400.00	7,200.00	14,000.00
100-11100-511121	COUNCIL	60,000.00	60,000.00	60,000.00	30,010.40	60,000.00
100-11100-511300	OVERTIME	-	-	-	-	200.00
100-11100-512100	GRP INSRNC MEDICAL/DENTAL	108,461.88	111,612.65	148,731.97	63,756.90	107,757.52
100-11100-512110	GROUP INSURANCE LIFE	115.75	121.20	300.00	71.32	1,000.00
100-11100-512111	GROUP INSURANCE VISION	570.84	556.02	627.00	272.10	1,000.00
100-11100-512200	MEDICARE 1.45%	1,067.08	1,078.80	1,200.00	539.40	1,200.00
100-11100-512400	PENSION	9,135.72	8,371.36	10,800.00	3,872.70	34,000.00
100-11100-512700	WORKER'S COMPENSATION	1,686.86	1,137.33	2,300.00	798.21	2,300.00
100-11100-512851	HRA DEDUCTIBLE	-	-	6,000.00	-	4,000.00
100-11100-521101	OFFICIAL/ADMINISTRATIVE	8,153.22	1,968.80	12,000.00	5,694.55	7,000.00
100-11100-521301	CODIFICATION	5,991.43	6,814.33	15,000.00	1,081.24	-
100-11100-522210	MAINTENANCE AGREEMENTS	(11,190.30)	-	-	-	-
100-11100-523310	PUBLIC NOTICES	1,594.40	1,080.00	2,500.00	584.00	-
100-11100-523400	PRINTING & BINDING	857.82	589.91	4,000.00	349.62	2,000.00
100-11100-523500	TRAVEL	-	23.29	-	429.20	1,500.00
100-11100-523502	TRAVEL MAYOR	3,569.27	1,849.57	5,000.00	1,197.72	5,000.00
100-11100-523503	TRAVEL COUNCIL 1	933.00	191.09	1,000.00	(199.05)	5,000.00
100-11100-523504	TRAVEL COUNCIL 2	1,308.70	3,142.69	5,000.00	3,795.88	5,000.00
100-11100-523505	TRAVEL COUNCIL 3	967.29	411.91	5,000.00	1,270.54	5,000.00
100-11100-523506	TRAVEL COUNCIL 4	1,202.79	596.75	5,000.00	625.36	5,000.00
100-11100-523507	TRAVEL COUNCIL 5	1,143.21	1,565.09	5,000.00	783.39	5,000.00
100-11100-523600	DUES & FEES	-	-	-	-	200.00
100-11100-523601	DUES & FEES MAYOR	20.00	147.00	100.00	-	100.00
100-11100-523602	DUES & FEES COUNCIL 1	-	-	100.00	-	100.00
100-11100-523603	DUES & FEES COUNCIL 2	-	-	100.00	-	100.00
100-11100-523604	DUES & FEES COUNCIL 3	-	-	100.00	-	100.00
100-11100-523605	DUES & FEES COUNCIL 4	-	-	100.00	-	100.00
100-11100-523606	DUES & FEES COUNCIL 5	-	-	100.00	-	100.00
100-11100-523700	EDUCATION & TRAINING	-	800.00	-	-	1,500.00
100-11100-523702	EDUCATION & TRAINING MAYOR	1,777.84	2,255.00	5,000.00	1,075.00	5,000.00
100-11100-523703	EDUCATION & TRAINING COUNCIL 1	900.00	950.00	-	264.78	5,000.00
100-11100-523704	EDUCATION & TRAINING COUNCIL 2	1,717.84	2,465.00	5,000.00	1,550.00	5,000.00
100-11100-523705	EDUCATION & TRAINING COUNCIL 3	2,951.84	2,080.00	5,000.00	1,929.00	5,000.00
100-11100-523706	EDUCATION & TRAINING COUNCIL 4	3,094.00	1,390.00	5,000.00	1,023.56	5,000.00
100-11100-523707	EDUCATION & TRAINING COUNCIL 5	1,990.00	985.00	5,000.00	689.78	5,000.00
100-11100-523911	COUNCIL INTIATIVES MAYOR	360.99	1,135.48	5,000.00	886.75	5,000.00

100-11100-523912	COUNCIL INTIATIVES COUNCIL 1	9,504.52	13,090.71	14,000.00	20,960.93	5,000.00
100-11100-523913	COUNCIL INTIATIVES COUNCIL 2	1,599.97	10,260.50	5,000.00	775.39	5,000.00
100-11100-523914	COUNCIL INTIATIVES COUNCIL 3	852.79	9,477.57	5,000.00	-	5,000.00
100-11100-523915	COUNCIL INTIATIVES COUNCIL 4	2,495.07	8,239.49	5,000.00	1,682.50	5,000.00
100-11100-523916	COUNCIL INTIATIVES COUNCIL 5	7,746.70	9,344.13	5,000.00	3,611.04	5,000.00
100-11100-531110	COMPUTER EXPENSE	1,500.00	-	2,000.00	-	-
100-11100-531130	OFFICE SUPPLIES	2,433.77	2,766.93	4,000.00	1,940.94	2,500.00
100-11100-531132	COMMITTEE SUPPLIES	55.00	-	-	369.94	-
100-11100-531700	MISCELLANEOUS EXPENSE	2,521.69	5,211.97	3,700.00	688.43	3,000.00
100-11100-531701	HOSPITALITY/FOOD/BEVERAGE	776.14	-	5,000.00	176.16	7,000.00
100-11100-531747	CIVIC EVENTS	2,296.72	2,720.29	8,000.00	3,308.38	15,000.00
100-11100-531748	YOUTH ADVISORY COUNCIL	10,918.11	20,392.58	21,500.00	14,937.79	21,500.00
100-11100-531750	UNIFORMS	-	-	-	-	400.00
100-11100-531751	UNIFORMS MAYOR	205.50	20.00	400.00	-	400.00
100-11100-531752	UNIFORMS COUNCIL 1	992.34	508.39	400.00	-	400.00
100-11100-531753	UNIFORMS COUNCIL 2	136.28	755.48	400.00	-	400.00
100-11100-531754	UNIFORMS COUNCIL 3	310.77	473.76	400.00	-	400.00
100-11100-531755	UNIFORMS COUNCIL 4	501.31	20.00	400.00	-	400.00
100-11100-531756	UNIFORMS COUNCIL 5	1,213.80	(8.55)	400.00	-	400.00
Division: 11100 - GOVERNING BODY Total:		**268,841.95**	**310,991.52**	**415,058.97**	**178,003.85**	**483,620.72**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 11300 - CITY CLERK

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-11300-511100	REGULAR EMPL. SALARIES	263,190.87	267,212.48	345,173.93	128,246.78	209,200.24
100-11300-511300	OVERTIME	173.14	595.42	200.00	1,628.67	2,000.00
100-11300-512100	GRP INSRNC MEDICAL/DENTAL	73,079.88	89,361.88	123,953.94	56,300.19	40,409.07
100-11300-512101	FEES GRP INS	-	-	1,500.00	-	1,500.00
100-11300-512110	GROUP INSURANCE LIFE	837.01	864.53	900.00	551.17	900.00
100-11300-512111	GROUP INSURANCE VISION	503.15	447.41	514.00	243.21	1,000.00
100-11300-512200	MEDICARE 1.45%	3,763.30	3,078.52	3,500.00	1,829.17	3,000.00
100-11300-512400	PENSION	27,914.64	26,938.08	35,000.00	12,550.32	32,000.00
100-11300-512600	UNEMPLOYMENT INSURANCE	-	-	3,000.00	-	2,000.00
100-11300-512700	WORKER'S COMPENSATION	1,833.56	1,232.26	2,500.00	872.93	2,000.00
100-11300-512800	EMPLOYEE ASSISTANCE PROG.	-	-	750.00	-	500.00
100-11300-512851	HRA DEDUCTIBLE	-	-	10,000.00	-	6,000.00
100-11300-522341	COPIER RENTAL	2,291.49	2,296.42	1,625.00	416.95	1,625.00
100-11300-523231	CELL PHONES	1,496.40	-	-	-	-
100-11300-523400	PRINTING & BINDING	620.11	52.00	5,000.00	-	500.00
100-11300-523500	TRAVEL	664.63	2,848.14	9,500.00	1,243.08	6,000.00
100-11300-523600	DUES & FEES	732.88	550.00	1,000.00	760.00	1,200.00
100-11300-523700	EDUCATION & TRAINING	1,672.82	4,977.17	9,800.00	1,871.00	3,500.00
100-11300-523940	POSTAGE	270.49	193.45	500.00	63.12	500.00
100-11300-531110	COMPUTER EXPENSE	1,708.98	-	-	-	-
100-11300-531120	ELECTION EXPENSE	4,278.98	3,657.62	3,000.00	-	25,000.00
100-11300-531130	OFFICE SUPPLIES	2,158.91	4,210.95	5,000.00	2,352.05	1,500.00
100-11300-531140	SUPPLIES & MATERIALS	2,606.31	2,305.84	5,000.00	359.76	1,500.00
100-11300-531600	SMALL EQUIPMENT - NON CAPITAL	-	1,111.05	4,000.00	-	2,000.00
100-11300-531701	HOSPITALITY/FOOD/BEVERAGE	-	-	-	-	3,000.00
100-11300-531725	PROMOTIONAL ITEMS	3,115.41	5,737.47	5,000.00	-	1,500.00
100-11300-531750	UNIFORMS	1,049.48	1,191.56	1,500.00	112.17	750.00
100-11300-542400	COMPUTER SOFTWARE	6,296.50	6,732.47	5,000.00	-	5,000.00
Division: 11300 - CITY CLERK Total:		**400,258.94**	**425,594.72**	**582,916.87**	**209,400.57**	**354,084.31**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 13000 - EXECUTIVE

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-13000-511100	REGULAR EMPL. SALARIES	400,680.99	277,775.87	368,945.30	140,921.37	497,108.02
100-13000-511300	OVERTIME	-	-	-	-	500.00
100-13000-512100	GRP INSRNC MEDICAL/DENTAL	71,443.74	55,235.58	102,887.49	39,302.94	80,818.14
100-13000-512110	GROUP INSURANCE LIFE	1,067.88	751.53	1,800.00	502.09	3,000.00
100-13000-512111	GROUP INSURANCE VISION	382.08	278.38	380.00	175.38	1,000.00
100-13000-512200	MEDICARE 1.45%	5,717.97	4,651.03	7,000.00	1,991.81	6,000.00
100-13000-512400	PENSION	2,368.56	2,244.85	4,200.00	1,506.06	4,200.00
100-13000-512401	RETIREMENT CONTRIBUTION	17,423.98	13,162.52	39,000.00	3,980.31	40,000.00
100-13000-512600	UNEMPLOYMENT INSURANCE	-	-	2,500.00	-	2,500.00
100-13000-512700	WORKER'S COMPENSATION	1,466.86	987.01	3,000.00	1,046.46	3,000.00
100-13000-512800	EMPLOYEE ASSISTANCE PROG.	-	-	600.00	-	500.00
100-13000-512850	HRA REIMBURSEMENT	300.00	-	6,000.00	-	8,000.00
100-13000-521201	PROFESSIONAL SERVICES	-	-	20,000.00	-	20,000.00
100-13000-522000	ROW LANDSCAPING	7,722.87	-	-	-	-
100-13000-522320	RENTAL OF EQUIP & VEHICLE	-	-	-	-	-
100-13000-522341	COPIER RENTAL	50.65	1,253.96	2,500.00	349.62	1,100.00
100-13000-523231	CELL PHONES	1,496.40	-	-	-	-
100-13000-523400	PRINTING & BINDING	294.27	-	1,000.00	-	500.00
100-13000-523500	TRAVEL	1,517.29	2,130.45	9,000.00	3,846.77	10,000.00
100-13000-523600	DUES & FEES	4,418.50	4,142.00	5,000.00	1,833.00	7,000.00
100-13000-523700	EDUCATION & TRAINING	421.72	1,600.00	10,000.00	4,409.00	10,000.00
100-13000-531110	COMPUTER EXPENSE	6,799.63	-	-	395.75	-
100-13000-531130	OFFICE SUPPLIES	2,395.00	1,604.11	3,500.00	2,752.64	2,500.00
100-13000-531140	SUPPLIES & MATERIALS	408.46	-	-	47.51	-
100-13000-531700	MISCELLANEOUS EXPENSE	8,792.90	10,354.20	2,500.00	4,582.44	5,000.00
100-13000-531701	HOSPITALITY/FOOD/BEVERAGE	206.28	1,124.69	5,000.00	1,959.08	5,000.00
100-13000-531750	UNIFORMS	1,229.94	911.49	1,000.00	1,028.42	1,000.00
100-13000-571000	ABATEMENT PROGRAM	-	-	-	-	-
100-13000-579000	CONTINGENCIES	42,066.12	82,704.30	120,000.00	130,200.75	90,000.00
Division: 13000 - EXECUTIVE Total:		**578,672.09**	**460,911.97**	**715,812.79**	**340,831.40**	**798,726.16**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-15100-511100	REGULAR EMPL. SALARIES	415,461.52	469,734.97	501,265.74	220,895.64	500,901.42
100-15100-511300	OVERTIME	485.33	168.17	400.00	97.14	200.00
100-15100-512100	GRP INSRNC MEDICAL/DENTAL	125,365.08	125,693.45	172,075.79	73,674.60	107,757.52
100-15100-512101	FEES GRP INS	1,377.50	1,439.25	2,400.00	517.50	2,000.00
100-15100-512110	GROUP INSURANCE LIFE	1,442.10	1,673.82	1,485.71	1,024.59	1,500.00
100-15100-512111	GROUP INSURANCE VISION	612.60	673.37	709.00	378.53	1,000.00
100-15100-512200	MEDICARE 1.45%	5,936.23	6,728.37	5,714.29	3,152.72	6,000.00
100-15100-512400	PENSION	38,713.45	35,323.36	52,571.43	18,851.10	47,200.00
100-15100-512600	UNEMPLOYMENT INSURANCE	-	-	4,200.00	-	4,200.00
100-15100-512700	WORKER'S COMPENSATION	2,566.95	1,729.55	4,000.00	1,393.53	4,000.00
100-15100-512800	EMPLOYEE ASSISTANCE PROG.	1,140.85	1,044.20	1,257.14	746.35	1,300.00
100-15100-512851	HRA DEDUCTIBLE	-	2,000.00	10,000.00	2,000.00	22,000.00
100-15100-521100	CONSULTANT FEES	28,899.13	14,875.00	25,000.00	-	25,000.00
100-15100-521210	ACCOUNTING,ANNUAL AUDIT	45,395.00	50,825.00	55,000.00	45,000.00	45,000.00
100-15100-521218	LEGAL, OTHER	(733.44)	-	-	-	-
100-15100-521223	PAYROLL FEES	12,935.18	7,407.07	43,000.00	2,685.02	10,000.00
100-15100-522210	MAINTENANCE AGREEMENTS	45,669.33	48,071.48	47,000.00	46,672.78	48,000.00
100-15100-522320	RENTAL OF EQUIP & VEHICLE	504.00	504.00	-	252.00	500.00
100-15100-522341	COPIER RENTAL	2,471.63	5,137.51	3,000.00	1,712.67	3,500.00
100-15100-523231	CELL PHONES	2,556.02	-	-	-	-
100-15100-523240	AT&T CLUB SERVICE	10,637.82	11,874.25	10,000.00	6,185.63	10,000.00
100-15100-523246	TELECOMMUNICATION	21,027.39	21,709.08	35,000.00	10,472.25	22,000.00
100-15100-523300	ADVERTISING	-	-	500.00	-	-
100-15100-523310	PUBLIC NOTICES	688.00	574.00	-	-	-
100-15100-523400	PRINTING & BINDING	750.47	-	500.00	-	500.00
100-15100-523500	TRAVEL	149.17	2,799.71	6,000.00	3,232.77	9,000.00
100-15100-523600	DUES & FEES	1,413.00	1,540.51	2,500.00	425.00	2,500.00
100-15100-523700	EDUCATION & TRAINING	5,423.50	7,092.00	12,000.00	3,357.00	10,000.00
100-15100-523850	PERSONNEL SERVICE	-	-	-	-	-
100-15100-523851	INTERN HELP	168.00	-	-	-	-
100-15100-523901	BANK CHARGES	(2,914.95)	246.25	5,000.00	1,142.20	5,000.00
100-15100-523909	CREDIT CARD EXPENSES	17,821.63	23,456.73	5,000.00	11,807.42	15,000.00
100-15100-523940	POSTAGE	1,136.87	902.65	12,000.00	683.54	2,500.00
100-15100-531110	COMPUTER EXPENSE	13,650.46	-	-	-	-
100-15100-531130	OFFICE SUPPLIES	3,734.78	4,046.12	3,500.00	1,903.07	1,000.00
100-15100-531140	SUPPLIES & MATERIALS	31.99	1,014.13	3,000.00	173.67	500.00
100-15100-531700	MISCELLANEOUS EXPENSE	11,800.83	(2,857.45)	3,000.00	341.36	500.00
100-15100-531701	HOSPITALITY/FOOD/BEVERAGE	-	600.82	500.00	57.68	500.00
100-15100-531705	HOLIDAY GALA	350.00	-	-	-	-
100-15100-531750	UNIFORMS	616.77	765.55	600.00	24.73	600.00
100-15100-541406	STORM WATER/PROPERTY TAX	18,884.47	20,278.82	10,000.00	-	10,000.00
100-15100-542300	FURNITURE & FIXTURES	-	960.00	500.00	345.49	500.00
100-15100-542400	COMPUTER SOFTWARE	2,750.00	18,456.67	17,000.00	19,210.00	20,000.00
100-15100-542500	EQUIPMENT	-	-	1,000.00	-	1,000.00
100-15100-579000	CONTINGENCIES	(91.00)	-	-	-	-
Division: 15100 - FINANCIAL ADMINISTRATION Total:		**838,827.66**	**886,488.41**	**1,056,679.10**	**478,415.98**	**941,158.94**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 15110 - NON-DEPARTMNTAL

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-15110-521100	CONSULTANT FEES	24,303.00	87,008.75	80,000.00	25,667.50	80,000.00
100-15110-521217	LEGAL	169,098.50	366,912.38	300,000.00	163,998.53	150,000.00
100-15110-521218	LEGAL, OTHER	11,765.71	64,827.77	30,000.00	74,931.75	120,000.00
100-15110-521335	SHREDING	538.83	937.58	3,000.00	280.77	2,000.00
100-15110-522250	AUTO & TRUCK REPAIR (ADMIN. VEHICLES)	1,829.11	1,728.94	3,000.00	547.95	3,000.00
100-15110-523300	ADVERTISEMENT	-	-	-	110.00	200.00
100-15110-523600	DUES & FEES (GMA DUES)	11,090.32	9,950.30	12,000.00	9,480.03	12,000.00
100-15110-523945	WEBSITE	1,920.00	-	5,000.00	-	5,000.00
100-15110-523946	SEE CLICK FIX SOFTWARE	-	2,169.96	-	3,038.00	3,000.00
100-15110-531140	SUPPLIES & MATERIALS (CITY HALL)	7,355.63	12,141.62	15,000.00	2,760.92	10,000.00
100-15110-531710	CHRISTMAS DECORATIONS	620.60	-	20,000.00	-	-
100-15110-542402	AGENDA SOFTWARE	3,599.99	4,199.99	8,000.00	2,999.99	8,000.00
100-15110-542403	CITY-WIDE DIGITAL SOFTWARE CONVERSION	269.00	10,829.00	25,000.00	16,592.00	25,000.00
100-15110-542404	APP SOFTWARE	2,000.00	12,000.00	10,000.00	10,000.00	10,000.00
100-15110-571000	ABATEMENT PROGRAM	40,225.00	-	80,000.00	2,952.50	15,000.00
Division: 15110 - NON-DEPARTMNTAL Total:		**274,615.69**	**572,706.29**	**591,000.00**	**313,359.94**	**443,200.00**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 15160- BUSINESS SERVICES

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-15160-511100	REGULAR SALARIES	97,600.05	90,548.78	143,751.38	57,364.49	149,052.23
100-15160-511300	OVERTIME	14.47	7.35	-	33.10	-
100-15160-512100	GRP INSRNC MEDICAL/DENTAL	35,623.37	45,869.93	66,609.21	34,981.60	40,409.07
100-15160-512110	GROUP INSURANCE LIFE	362.76	368.58	825.00	259.10	850.00
100-15160-512111	GROUP INSURANCE VISION	191.04	180.12	288.00	123.74	1,000.00
100-15160-512200	MEDICARE 1.45%	1,376.34	1,243.71	1,800.00	780.91	1,800.00
100-15160-512400	PENSION	10,573.80	9,554.06	18,750.00	6,723.42	18,750.00
100-15160-512600	UNEMPLOYMENT INSURANCE	-	-	3,000.00	-	2,000.00
100-15160-512700	WORKER'S COMPENSATION	1,466.86	987.01	3,000.00	1,046.46	3,000.00
100-15160-512851	HRA DEDUCTIBLE	-	4,570.80	6,000.00	-	6,000.00
100-15160-521201	PROFESSIONAL FEES	-	-	7,000.00	-	-
100-15160-521300	TECHNICAL SERVICES	-	-	-	-	-
100-15160-521310	SOFTWARE	-	656.25	4,000.00	131.25	500.00
100-15160-522210	MAINTENANCE AGREEMENT	2,415.00	902.08	1,500.00	2,613.63	2,700.00
100-15160-522341	COPIER RENTAL	1,510.08	1,951.31	1,700.00	759.49	1,785.00
100-15160-523231	CELL PHONES	765.52	-	-	-	-
100-15160-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-15160-523300	ADVERTISEMENT	-	-	800.00	-	-
100-15160-523400	PRINTING & BINDING	3,146.34	1,928.82	1,800.00	335.05	1,000.00
100-15160-523500	TRAVEL	342.80	1,740.57	1,000.00	2,671.15	2,700.00
100-15160-523600	DUES & FEES	140.00	140.00	200.00	90.00	150.00
100-15160-523700	EDUCATION & TRAINING	344.50	150.00	1,000.00	1,457.76	1,050.00
100-15160-523721	BUSINESS RETENTION	-	-	500.00	-	-
100-15160-523850	PERSONNEL SERVICES	5,323.50	-	-	-	-
100-15160-523940	POSTAGE	1,086.41	2,309.64	5,000.00	864.86	1,800.00
100-15160-531110	COMPUTER EXPENSE	1,534.54	-	-	-	-
100-15160-531140	SUPPLIES & MATERIALS	2,858.23	1,953.89	2,700.00	1,171.39	2,000.00
100-15160-531600	SMALL EQUIPMENT - NON CAPITAL	256.47	933.98	1,000.00	-	1,050.00
100-15160-531701	HOSPITALITY/FOOD/BEVERAGE	-	-	500.00	-	525.00
100-15160-531725	PROMOTIONAL ITEMS	-	-	1,000.00	-	-
100-15160-531750	UNIFORMS	142.77	-	200.00	485.35	210.00
Division: 15160 - BUSINESS SERVICES Total:		**167,074.85**	**165,996.88**	**273,923.59**	**111,892.75**	**238,331.30**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 15350 - INFORMATION TECHNOLOGY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-15350-511100	REGULAR EMPL. SALARIES	-	-	-	-	90,000.00
100-15350-512100	GRP INSRNC MEDICAL/DENTAL	-	-	-	-	13,469.69
100-15350-512101	FEES GRP INS	-	-	-	-	500.00
100-15350-512110	GROUP INSURANCE LIFE	-	-	-	-	2,000.00
100-15350-512111	GROUP INSURANCE VISION	-	-	-	-	1,000.00
100-13500-512200	MEDICARE 1.45%	-	-	-	-	2,000.00
100-15350-512400	PENSION	-	-	-	-	10,000.00
100-15350-512600	UNEMPLOYMENT INSURANCE	-	-	-	-	1,000.00
100-15350-512700	WORKER'S COMPENSATION	-	-	-	-	1,500.00
100-15350-512800	EMPLOYEE ASSISTANCE PROG.	-	-	-	-	500.00
100-15350-512851	HRA DEDUCTIBLE	-	-	-	-	8,000.00
100-15350-521211	IT Services for Governing Body	44,327.56	-	-	-	-
100-15350-521212	IT Services for Executive	35,623.54	-	-	-	-
100-15350-521213	IT Services for Administration	88,640.17	-	-	-	-
100-15350-521214	IT Services for Government Buildings	10,434.41	-	-	-	-
100-15350-521215	IT Services for Courts	17,646.53	-	-	-	-
100-15350-521216	IT Services for Public Works	24,860.43	-	-	-	-
100-15350-521217	IT Services for Code Enforcement	7,549.10	-	-	-	-
100-15350-521218	IT Services for Main Street	14,761.87	-	-	-	-
100-15350-521219	IT Services for Planning	11,473.45	-	-	-	-
100-15350-521220	IT Services for Business Services	11,848.39	-	-	-	-
100-15350-521351	IT SERVICES (CONTRACTED)	-	278,465.75	336,830.00	113,552.65	275,000.00
100-15350-521352	IT SERVICES FOR PHONE SYSTEM	-	99,082.33	84,000.00	78,860.94	84,000.00
100-15350-521353	IT SERVICES FOR INTERNET SERVICES	-	4,367.04	65,700.00	1,817.10	65,700.00
100-15350-522210	MAINTENANCE AGREEMENTS					50,000.00
100-15350-522341	COPIER RENTAL					1,500.00
100-15350-523500	TRAVEL					3,500.00
100-15350-523600	DUES & FEES					1,500.00
100-15350-523700	EDUCATION & TRAINING					3,700.00
100-15350-531110	COMPUTER EXPENSE	23,838.17	45,915.66	32,730.00	17,126.36	45,000.00
100-15350-531130	OFFICE SUPPLIES					1,500.00
100-15350-531140	SUPPLIES & MATERIALS					2,500.00
100-15350-531142	HAND TOOLS & SMALL EQUIP.					2,000.00
100-15350-531750	UNIFORMS					500.00
100-15350-541400	COMPUTER NETWORK INFRASTRUCTURE	165,195.66	18,512.40	116,200.00	39,924.15	80,000.00
100-15350-541488	IT CAPITAL PROJECTS	-	-	14,122.00	-	-
100-15350-542400	COMPUTER SOFTWARE					15,000.00
100-15350-542500	EQUIPMENT					80,000.00
Division: 15350 - INFORMATION TECHNOLOGY Total:		**456,199.28**	**446,343.18**	**649,582.00**	**251,281.20**	**841,369.69**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 15400 - HUMAN RESOURCES

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-15400-511100	REGULAR EMPL. SALARIES	88,565.79	94,448.89	144,875.62	46,705.73	145,762.99
100-15400-512100	GRP INSRNC MEDICAL/DENTAL	12,236.66	12,596.12	32,612.27	7,190.68	26,939.38
100-15400-512110	GROUP INSURANCE LIFE	277.68	306.72	340.00	178.92	350.00
100-15400-512111	GROUP INSURANCE VISION	67.68	65.48	135.00	31.16	1,000.00
100-15400-512200	MEDICARE 1.45%	1,282.18	1,362.25	1,600.00	676.68	1,600.00
100-15400-512400	PENSION	5,530.44	7,792.93	20,000.00	7,171.62	23,000.00
100-15400-512600	UNEMPLOYMENT INSURANCE	-	-	1,200.00	-	1,200.00
100-15400-512700	WORKER'S COMPENSATION	366.70	245.25	1,000.00	347.07	1,000.00
100-15400-512800	EMPLOYEE ASSISTANCE PROG.	-	-	300.00	-	-
100-15400-512851	HRA	-	-	4,000.00	-	4,000.00
100-15400-521100	CONSULTANT FEES	8,500.00	13,682.98	10,000.00	2,911.56	1,500.00
100-15400-522210	MAINTENANCE AGEEMENTS	114.32	114.32	5,000.00	57.16	500.00
100-15400-522230	EQUIPMENT REPAIRS	-	-	500.00	-	-
100-15400-522320	RENTAL OF EQUIP & VEHICLE	-	6,174.76	-	2,105.48	-
100-15400-522341	COPIER RENTAL	50.65	1,403.43	700.00	449.74	700.00
100-15400-523110	INSURANCE GEN. LIABILITY	155,808.80	190,340.61	190,000.00	43,505.08	200,000.00
100-15400-523231	CELL PHONES	374.10	-	-	-	-
100-15400-523300	ADVERTISING	209.45	2,496.90	1,500.00	3,338.25	2,000.00
100-15400-523400	PRINTING & BINDING	294.27	356.25	500.00	-	500.00
100-15400-523500	TRAVEL	1,529.70	939.05	3,500.00	1,322.20	1,500.00
100-15400-523600	DUES & FEES	423.00	423.00	500.00	309.00	500.00
100-15400-523700	EDUCATION & TRAINING	1,436.50	1,090.00	10,000.00	960.00	1,700.00
100-15400-523708	TRAINING & DEVELOPMENT	27,204.00	28,200.00	25,000.00	20,600.00	30,000.00
100-15400-523850	PERSONNEL SERVICE	-	-	15,000.00	14,832.83	15,000.00
100-15400-523851	INTERN HELP	1,268.25	2,035.00	5,000.00	1,119.00	5,000.00
100-15400-523855	CONTRACT SERVICES	4,341.80	1,346.55	5,000.00	1,151.40	2,500.00
100-15400-523909	CREDIT CARD EXPENSES	544.45	-	4,000.00	947.45	1,500.00
100-15400-523930	DRUG TESTING, VACCINES	1,618.34	577.50	5,000.00	790.00	1,500.00
100-15400-523936	HR EXPENSES	1,282.80	2,933.78	3,000.00	856.14	1,500.00
100-15400-523937	HEALTH & WELLNESS	36,277.32	38,693.57	42,000.00	37,819.16	42,000.00
100-15400-523940	POSTAGE	149.75	125.35	1,000.00	55.06	250.00
100-15400-531110	COMPUTER EXPENSE	-	-	2,500.00	-	-
100-15400-531130	OFFICE SUPPLIES	51.64	389.81	500.00	342.62	500.00
100-15400-531700	MISCELLANEOUS EXPENSE	608.48	1,340.06	1,000.00	400.00	1,000.00
100-15400-531701	HOSPITALITY/FOOD/BEVERAGE	2,900.01	2,277.81	4,000.00	62.19	6,000.00
100-15400-531710	CHRISTMAS DECORATIONS	-	-	5,000.00	213.45	250.00
100-15400-531750	UNIFORM	-	244.30	200.00	62.00	200.00
100-15400-542300	FURNITURE & FIXTURE	-	-	450.00	-	-
100-15400-542500	EQUIPMENT	-	-	500.00	-	-
100-15400-573200	LIABILITY INSURANCE DEDUCT	-	10,000.00	-	-	-
Division: 15400 - HUMAN RESOURCES Total:		**353,314.76**	**422,002.67**	**547,412.89**	**196,511.63**	**520,952.37**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-15650-511100	REGULAR EMPL. SALARIES	158,501.96	123,207.87	161,489.29	55,848.57	170,474.68
100-15650-511300	OVERTIME	1,343.68	3,283.05	10,000.00	862.15	15,000.00
100-15650-512100	GRP INSRNC MEDICAL/DENTAL	72,498.79	63,555.08	92,531.82	28,154.91	40,409.07
100-15650-512110	GROUP INSURANCE LIFE	581.52	500.38	1,500.00	232.68	1,500.00
100-15650-512111	GROUP INSURANCE VISION	379.80	315.03	313.00	116.07	1,000.00
100-15650-512200	MEDICARE 1.45%	2,245.38	1,821.82	2,200.00	800.09	2,200.00
100-15650-512400	PENSION	18,609.84	16,845.04	22,000.00	7,888.80	30,000.00
100-15650-512700	WORKER'S COMPENSATION	1,833.56	1,232.26	2,500.00	872.93	2,500.00
100-15650-512851	HRA, DEDUCTIBLE	-	-	3,000.00	-	6,000.00
100-15650-521200	PROFESSIONAL FEES	-	-	15,000.00	-	-
100-15650-521230	ENGINEERING FEES	216.00	-	10,000.00	-	5,000.00
100-15650-522210	MAINTENANCE AGREEMENTS	10,170.68	24,580.59	50,000.00	14,316.38	25,000.00
100-15650-522216	LANDSCAPING/PLANTS NEW CH	-	-	-	340.50	-
100-15650-522219	LANDSCAPING	96,831.00	186,104.33	175,000.00	135,670.00	275,000.00
100-15650-522220	MAINTENANCE & CLEANING	46,150.14	485.00	-	-	-
100-15650-522224	FOUNTAIN MAINTENANCE	14,784.50	755.00	15,000.00	1,695.41	7,500.00
100-15650-522230	EQUIPMENT REPAIRS	8,663.75	4,799.96	10,000.00	9,439.31	20,000.00
100-15650-522250	AUTO & TRUCK REPAIR	776.06	235.43	2,000.00	10.75	800.00
100-15650-522310	Rental of Land and Building	1,301.87	668.07	1,000.00	642.52	1,000.00
100-15650-522318	FACILITY CLEANING POLICE DEPT					30,000.00
100-15650-522319	FACILITY CLEANING PW ADMIN	-	-	15,000.00	4,436.88	15,000.00
100-15650-522320	RENTAL OF EQUIP & VEHICLE	-	-	1,000.00	-	1,000.00
100-15650-522321	FACILITY CLEANING CITY HALL	36,134.65	36,555.75	52,000.00	18,830.00	37,000.00
100-15650-522322	FACILITY CLEANING MMCC	43,702.66	23,594.35	43,000.00	12,674.45	26,000.00
100-15650-522323	FACILITY CLEANING TSCC	7,066.25	7,800.00	15,000.00	4,000.00	8,000.00
100-15650-522324	FACILITY CLEANING MUNICIPAL COURT	9,241.12	7,224.80	21,000.00	3,145.22	8,000.00
100-15650-522325	FACILITY CLEANING MAINTENANCE SHOP	-	6,400.00	11,000.00	4,375.00	8,500.00
100-15650-522326	FACILITY CLEANING WWTP	2,360.25	4,450.00	8,000.00	2,875.00	8,000.00
100-15650-522327	MAINTENANCE & CLEANING CITY HALL	113.24	-	-	-	-
100-15650-522328	MAINTENANCE & CLEANING MMCC	47.48	2,139.48	-	-	-
100-15650-522330	MAINTENANCE & CLEANING MUNICIPAL COURT	8,545.00	790.44	-	-	-
100-15650-522333	EQUIPMENT REPAIRS CITY HALL	8,688.05	26,825.13	10,000.00	3,863.91	8,000.00
100-15650-522334	EQUIPMENT REPAIRS MMCC	2,262.84	6,602.74	10,000.00	-	5,000.00
100-15650-522335	EQUIPMENT REPAIRS TSCC	2,686.00	-	7,500.00	-	3,000.00
100-15650-522336	EQUIPMENT REPAIRS MUNICIPAL COURT	6,871.32	5,679.17	7,500.00	21,738.94	10,000.00
100-15650-522337	EQUIPMENT REPAIRS MAINTENANCE SHOP	-	263.00	5,000.00	2,588.73	5,000.00
100-15650-522338	EQUIPMENT REPAIRS WWTP	1,065.90	-	5,000.00	639.56	1,000.00
100-15650-522339	EQUIPMENT REPAIRS PW ADMIN	-	-	5,000.00	8,329.68	7,500.00
100-15650-522340	EQUIPMENT REPAIRS POLICE DEPT					1,000.00
100-15650-523231	CELL PHONES	1,139.62	-	-	-	2,000.00
100-15650-523310	PUBLIC NOTICES	244.00	274.00	-	-	-
100-15650-523500	TRAVEL	-	-	-	431.71	1,000.00
100-15650-523700	EDUCATION & TRAINING	562.50	1,213.60	2,500.00	1,150.00	1,500.00
100-15650-531130	OFFICE SUPPLIES	-	-	500.00	95.26	500.00
100-15650-531140	SUPPLIES & MATERIALS	3,793.03	6,009.42	10,000.00	614.70	600.00
100-15650-531142	HAND TOOLS & SMALL EQUIP.	246.92	1,056.74	2,500.00	111.05	1,000.00

100-15650-531143	SECURITY UPGRADE	592.00	131,926.44	35,000.00	10,107.85	10,000.00
100-15650-531222	GA POWER ELECTRICITY	-	-	18,000.00	-	-
100-15650-531224	GA PWR,LIGHTS,TAG OFFICE	2,051.61	2,065.10	3,000.00	859.87	3,000.00
100-15650-531225	GA PWR,4640 CITY HALL	72,013.86	79,896.98	75,000.00	35,770.03	75,000.00
100-15650-531271	Admin Vehicles	357.19	1,904.51	-	863.10	-
100-15650-531280	Cable	937.26	-	1,700.00	-	1,000.00
100-15650-531290	CABLE	815.17	-	-	-	-
100-15650-531700	MISCELLANEOUS EXPENSE	1,875.46	360.27	3,000.00	874.48	1,500.00
100-15650-531720	SIGNS	264.40	44.80	1,000.00	-	250.00
100-15650-531740	TIRE EXPENSE	556.36	-	1,000.00	-	-
100-15650-531750	UNIFORMS	454.76	730.28	1,500.00	703.42	800.00
100-15650-541302	NEW ADMINISTRATION BLDG.	-	-	5,000.00	9,998.44	-
100-15650-541333	BUILDING IMPROVEMENTS MUNICIPAL COURT	-	-	5,500.00	-	-
100-15650-542200	VEHICLES	-	34,452.30	-	-	-
100-15650-542300	FURNITURE & FIXTURES	-	-	5,000.00	-	-
100-15650-542400	COMPUTER SOFTWARE	3,567.00	3,539.33	5,000.00	3,581.30	5,000.00
100-15650-542500	Equipment	84,096.82	-	15,000.00	-	7,500.00
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		**737,241.25**	**820,187.54**	**979,734.11**	**409,549.65**	**896,033.75**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 25000 - MUNICIPAL COURT

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-25000-511140	JUDGE	2,175.68	2,800.00	34,900.00	1,200.00	65,000.00
100-25000-511141	SOLICITOR	-	-	27,100.00	-	30,000.00
100-25000-511142	COURT CLERK & ASSISTANTS	90,458.12	88,382.84	113,602.76	44,862.34	151,392.74
100-25000-511300	OVERTIME	19.50	13.80	-	7.10	-
100-25000-512100	GRP INSRNC MEDICAL/DENTAL	60,587.32	62,232.45	109,878.77	45,117.43	40,409.07
100-25000-512110	GROUP INSURANCE LIFE	329.04	349.80	2,040.00	193.33	2,000.00
100-25000-512111	GROUP INSURANCE VISION	312.12	303.56	448.00	194.61	1,000.00
100-25000-512200	MEDICARE 1.45%	1,305.40	1,280.43	4,090.00	636.92	3,000.00
100-25000-512400	PENSION	13,365.24	12,267.88	15,800.00	5,665.56	23,000.00
100-25000-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-25000-512700	WORKER'S COMPENSATION	4,400.52	2,961.79	6,000.00	2,087.63	6,000.00
100-25000-512851	HRA, DEDUCTIBLE	-	-	3,000.00	-	3,000.00
100-25000-521221	LEGAL - INDIGENT	750.00	-	5,000.00	-	5,000.00
100-25000-521225	INTERPRETER	-	-	500.00	-	500.00
100-25000-521226	ZSI PROBATION	-	-	5,000.00	-	5,000.00
100-25000-521301	CODIFICATION	388.81	2,397.01	400.00	-	400.00
100-25000-521310	COURT SOFTWARE	4,750.00	4,000.00	10,000.00	2,670.00	5,000.00
100-25000-521335	SHREDING	-	45.50	100.00	-	100.00
100-25000-522210	MAINTENANCE AGREEMENTS	342.98	342.98	1,000.00	171.49	500.00
100-25000-522230	EQUIPMENT REPAIRS	-	-	500.00	-	500.00
100-25000-522320	RENTAL OF EQUIP & VEHICLE	914.00	-	1,500.00	-	-
100-25000-522341	COPIER RENTAL	2,400.65	2,784.59	1,800.00	1,036.28	2,000.00
100-25000-523220	GEORGIA TECHNOLOGY AUTH.	54.30	53.40	150.00	28.94	150.00
100-25000-523231	CELL PHONES	374.10	-	-	-	-
100-25000-523245	TELECOMMUNICATIONS	-	-	375.00	-	375.00
100-25000-523310	PUBLIC NOTICES	-	-	-	252.00	-
100-25000-523400	PRINTING & BINDING	44.32	-	1,000.00	-	-
100-25000-523500	TRAVEL	-	-	2,500.00	540.19	1,700.00
100-25000-523600	DUES & FEES	-	-	1,000.00	55.00	500.00
100-25000-523700	EDUCATION & TRAINING	536.19	405.43	2,500.00	150.00	1,500.00
100-25000-523860	P O SALARIES - EXTRA DUTY	2,520.00	3,060.00	10,000.00	1,710.00	5,000.00
100-25000-523902	CREDIT CARD EXPENSES	-	-	1,500.00	-	-
100-25000-523940	POSTAGE	149.75	125.35	1,000.00	55.06	500.00
100-25000-531110	COMPUTER EXPENSE	1,380.00	-	-	-	-
100-25000-531130	OFFICE SUPPLIES	573.78	706.83	1,500.00	255.17	500.00
100-25000-531140	SUPPLIES & MATERIALS	423.28	268.74	1,000.00	-	500.00
100-25000-531211	NTRL GAS,4545 MUNI COURT	1,627.47	1,735.31	1,000.00	888.30	1,000.00
100-25000-531227	GA PWR,4602 MUNICIPAL CRT	11,337.04	12,493.74	5,550.00	4,310.05	5,550.00
100-25000-531700	MISCELLANEOUS EXPENSE	-	426.02	5,800.00	91.05	500.00
100-25000-531710	CHRISTMAS DECORATIONS	-	-	250.00	-	-
100-25000-531720	SIGNS	-	-	500.00	-	-
100-25000-531750	UNIFORMS	63.00	382.16	350.00	-	250.00

100-25000-542300	FURNITURE & FIXTURES	-	-	8,000.00	-	-
100-25000-542400	COMPUTER SOFTWARE	-	-	1,800.00	-	-
100-25000-542500	EQUIPMENT	-	4,152.47	-	-	-
100-25000-573001	BRAIN & SPINAL INJURY	180.60	269.44	1,900.00	-	-
100-25000-573002	STATE PROBATION SYS FUND	100.00	25.00	800.00	-	800.00
100-25000-573003	FINES 10% JAIL	1,673.27	3,020.41	1,900.00	2,661.50	1,900.00
100-25000-573004	VICTIMS ASSIST. FUND	803.05	1,543.31	1,000.00	1,330.58	1,000.00
100-25000-573005	BOND REFUND	4,525.00	(134.00)	12,500.00	-	12,500.00
100-25000-573006	GA CRIME VICTIM'S FUND	52.00	13.40	550.00	-	550.00
100-25000-573007	CTY DRUG ABUSE TR AND EDU	1,177.16	60.93	6,500.00	-	6,500.00
100-25000-573008	P. O. A&B FUND	859.72	2,819.59	10,000.00	2,850.15	10,000.00
100-25000-573009	P. O. TRAINING FUND	1,361.10	2,590.43	10,000.00	2,577.73	10,000.00
100-25000-573010	INDIGENT DEFENSE FUND	1,675.72	2,989.99	10,000.00	2,589.09	10,000.00
100-25000-573011	DRIVERS ED/TRAINING FUND	217.44	373.87	7,500.00	359.54	3,500.00
100-25000-573020	WITNESS FEES	-	-	500.00	-	500.00
100-25000-573100	RESTITUTION	-	-	500.00	-	500.00
Division: 25000 - MUNICIPAL COURT Total:		**214,207.67**	**217,544.45**	**454,084.53**	**124,547.04**	**421,576.81**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 32100 - POLICE ADMINISTRATION

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-32100-511100	REGULAR EMPL. SALARIES	-	64,388.55	2,689,037.00	472,793.45	4,000,449.60
100-32100-511200	TEMPORARY EMPLOYEES	-	-	50,000.00	13,256.36	84,000.00
100-32100-511300	OVERTIME	-	-	65,000.00	2,012.88	235,000.00
100-32100-512100	GRP INSRNC MEDICAL/DENTAL	-	3,493.80	-	103,168.16	794,711.71
100-32100-512110	GROUP INSURANCE LIFE	-	-	-	1,398.87	22,800.00
100-32100-512111	GROUP INSURANCE VISION	-	-	-	448.56	6,000.00
100-32100-512200	MEDICARE 1.45%	-	944.08	-	6,990.16	60,000.00
100-32100-512700	WORKER'S COMPENSATION	-	-	-	619.00	84,000.00
100-32100-521201	PROFESSIONAL FEES	-	1,214.97	20,000.00	20,215.31	8,000.00
100-32100-522200	REPAIRS & MAINTENANCE	-	-	3,500.00	265.00	35,000.00
100-32100-522210	MAINTENANCE AGREEMENTS	-	-	10,000.00	-	10,000.00
100-32100-522250	AUTO & TRUCK REPAIR	-	-	15,000.00	-	20,000.00
100-32100-522341	COPIER RENTAL	-	-	3,600.00	-	5,000.00
100-32100-523110	LIABILITY INSURANCE	-	383.25	-	1,149.75	15,000.00
100-32100-523220	GEORGIA TECHNOLOGY AUTH.	-	-	-	13.37	120.00
100-32100-523245	TELECOMMUNICATIONS	-	-	25,000.00	-	-
100-32100-523400	PRINTING & BINDING	-	-	500.00	-	1,500.00
100-32100-523500	TRAVEL	-	-	15,000.00	1,810.05	10,000.00
100-32100-523600	DUES & FEES	-	525.00	-	815.00	5,000.00
100-32100-523700	EDUCATION & TRAINING	-	2,075.00	25,000.00	2,543.60	60,000.00
100-32100-523800	LICENSES	-	-	5,000.00	-	-
100-32100-523855	CONTRACT SERVICES	-	-	20,000.00	1,950.00	85,000.00
100-32100-523860	P O SALARIES - EXTRA DUTY	148,572.50	190,305.00	250,000.00	18,450.00	30,000.00
100-32100-523862	P O Salaries Parks	83,920.00	111,690.00	-	18,360.00	-
100-32100-523864	P O Salaries Film	-	-	-	-	-
100-32100-523929	PRE-EMPLOYMENT SCREENING	-	-	60,000.00	24,939.10	10,000.00
100-32100-523930	DRUG TESTING, VACCINES	-	330.00	6,000.00	4,620.00	4,000.00
100-32100-523940	POSTAGE	-	-	800.00	127.59	1,000.00
100-32100-531105	PROTECTIVE EQUIPMENT	-	-	-	-	-
100-32100-531110	COMPUTER EXPENSE	-	2,095.78	-	-	-
100-32100-531130	OFFICE SUPPLIES	-	1,399.91	18,000.00	2,939.52	15,000.00
100-32100-531140	SUPPLIES & MATERIALS	-	325.55	11,359.25	1,811.19	35,000.00
100-32100-531211	NTRL GAS, 4545 MUNI COURT	-	-	-	272.65	6,000.00
100-32100-531222	GA POWER ELECTRICITY	-	-	-	1,720.51	24,000.00
100-32100-531270	ENERGY-GASOLINE/DIESEL	-	180.70	85,000.00	13,076.61	140,000.00
100-32100-531600	SMALL EQUIPMENT	-	-	20,000.00	1,599.60	-
100-32100-5	POAB	-	-	-	-	16,000.00
100-32100-5	LEGAL DEFENSE FUND	-	-	-	-	7,000.00
100-32100-531700	MISCELLANEOUS EXPENSE	-	1,179.60	5,000.00	3,874.49	10,000.00
100-32100-531701	HOSPITALITY/FOOD/BEVERAGE	-	-	-	-	5,000.00
100-32100-531725	PROMOTIONAL ITEMS	-	-	10,000.00	6,686.56	10,000.00
100-32100-531740	TIRE EXPENSE	-	-	3,500.00	-	-
100-32100-531750	UNIFORMS	-	-	170,000.00	23,267.41	50,000.00
100-32100-542300	FURNITURE & FIXTURES	-	-	5,000.00	1,117.02	5,000.00
100-32100-542500	EQUIPMENT	-	-	20,000.00	5,239.12	25,000.00
Division: 32100 - POLICE ADMINISTRATION Total:		**232,492.50**	**380,531.19**	**3,611,296.25**	**757,550.89**	**5,934,581.31**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 42200 - PUBLIC WORKS

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-42200-511100	REGULAR EMPL. SALARIES	748,606.32	781,432.60	1,212,709.04	333,971.60	1,015,137.05
100-42200-511300	OVERTIME	5,006.37	6,043.45	35,000.00	6,682.29	35,000.00
100-42200-512100	GRP INSRNC MEDICAL/DENTAL	302,671.93	309,112.27	499,346.95	166,573.58	282,863.49
100-42200-512110	GROUP INSURANCE LIFE	2,734.64	2,940.59	8,500.00	1,696.94	8,500.00
100 42200 512111	GROUP INSURANCE VISION	1,448.12	1,424.83	1,967.68	700.05	2,000.00
100-42200-512200	MEDICARE 1.45%	10,770.95	11,263.43	15,400.00	4,868.85	15,400.00
100-42200-512400	PENSION	88,819.50	191,372.80	250,000.00	89,645.22	250,000.00
100-42200-512600	UNEMPLOYMENT INSURANCE	-	2,112.50	11,000.00	-	11,000.00
100-42200-512700	WORKER'S COMPENSATION	37,290.87	30,117.85	62,000.00	21,586.24	62,000.00
100-42200-512851	HRA, DEDUCTIBLE	5,536.99	4,728.38	34,000.00	2,510.15	35,000.00
100-42200-521201	PROFESSIONAL	-	-	90,000.00	-	25,000.00
100-42200-521230	ENGINEERING FEES	7,282.00	9,979.18	25,000.00	2,560.00	25,000.00
100-42200-522000	ROW LANDSCAPING	179,265.25	193,245.92	300,000.00	87,157.70	200,000.00
100-42200-522150	SURVEILLANCE CAMERAS	-	-	13,500.00	-	13,500.00
100-42200-522210	MAINTENANCE AGREEMENTS	342.98	342.98	6,000.00	171.49	500.00
100-42200-522220	MAINTENANCE & CLEANING	2,255.86	2,711.20	5,000.00	-	2,700.00
100-42200-522230	EQUIPMENT REPAIRS	16,556.09	21,179.73	25,000.00	17,413.19	35,000.00
100-42200-522241	LMIG S013642-PRC,3 STRTS	798,475.39	904,087.61	270,000.00	1,244,165.85	287,600.00
100-42200-522242	STREET/TRACK MAIN. & REP.	1,919.77	-	20,000.00	15,600.00	20,000.00
100-42200-522250	AUTO & TRUCK REPAIR	5,972.67	16,474.44	30,000.00	7,236.98	15,000.00
100-42200-522253	DAMAGE TO CITIZEN VEHICLE	670.00	201.08	2,500.00	-	2,500.00
100-42200-522320	RENTAL OF EQUIP & VEHICLE	3,824.85	3,665.41	5,000.00	-	5,000.00
100-42200-522341	COPIER RENTAL	37.34	6.47	-	45.22	5,000.00
100-42200-523231	CELL PHONES	2,382.89	-	-	-	-
100-42200-523245	TELECOMMUNICATIONS	13,140.95	13,236.58	14,000.00	6,483.99	-
100-42200-523310	PUBLIC NOTICES	14.00	264.00	-	394.00	-
100-42200-523500	TRAVEL	(256.23)	17.92	3,500.00	694.74	3,500.00
100-42200-523600	DUES & FEES	50.00	941.90	1,000.00	302.00	1,000.00
100-42200-523700	EDUCATION & TRAINING	98.50	180.00	5,500.00	1,575.00	7,500.00
100-42200-523850	PERSONNEL SERVICE	8,869.77	6,604.78	-	-	10,000.00
100-42200-523851	UTILITY PROTECTION SERV.	-	-	5,000.00	-	-
100-42200-523901	BANK CHARGES	92.71	-	-	-	-
100-42200-523930	DRUG TESTING, VACCINES	1,164.00	195.00	3,500.00	531.00	1,000.00
100-42200-523935	DRIVERS LICENSES	-	-	1,000.00	-	-
100-42200-523960	REIMBURSEMENT/REPAIRS	-	-	2,500.00	-	2,500.00
100-42200-531110	COMPUTER EXPENSE	831.00	-	-	-	-
100-42200-531130	OFFICE SUPPLIES	598.90	741.75	1,000.00	209.55	1,000.00
100-42200-531140	SUPPLIES & MATERIALS	8,444.42	9,275.98	20,000.00	7,497.41	11,000.00
100-42200-531142	HAND TOOLS & SMALL EQUIP.	7,575.75	11,766.18	20,000.00	4,199.23	12,000.00
100-42200-531145	MOSQUITO SPRAYING	500.00	600.00	1,000.00	-	1,500.00
100-42200-531211	NTRL GAS,4545 MUNI COURT	6,450.18	8,412.70	8,500.00	4,144.98	8,500.00
100-42200-531222	GA POWER ELECTRICITY	19,334.10	22,035.70	20,000.00	7,802.87	20,000.00
100-42200-531233	STREET LIGHTS, OUTSIDE	431,133.74	445,969.85	450,000.00	187,599.37	450,000.00
100-42200-531270	ENERGY-GASOLINE/DIESEL	20,753.00	36,130.08	45,000.00	20,346.84	45,000.00

100-42200-531700	MISCELLANEOUS EXPENSE	157.72	286.69	5,000.00	446.57	2,500.00
100-42200-531710	CHRISTMAS DECORATIONS	1,213.20	21,201.43	15,000.00	-	15,000.00
100-42200-531720	SIGNS	11,300.08	11,586.90	20,000.00	1,097.08	10,000.00
100-42200-531740	TIRE EXPENSE	4,926.89	6,491.60	7,500.00	533.02	7,500.00
100-42200-531750	UNIFORMS	9,843.62	6,988.70	15,000.00	5,727.22	10,000.00
100-42200-541403	PAVING	-	-	25,000.00	-	25,000.00
100-42200-541404	SIDEWALKS	-	-	165,000.00	106,177.00	-
100-42200-542200	VEHICLES	-	140,092.32	50,000.00	-	50,000.00
100-42200-542400	COMPUTER SOFTWARE	3,567.00	3,539.34	5,500.00	3,581.30	5,500.00
100-42200-542500	EQUIPMENT	-	111,433.06	50,000.00	-	50,000.00
Division: 42200 - PUBLIC WORKS Total:		**2,771,674.08**	**3,350,435.18**	**3,881,423.67**	**2,361,928.52**	**3,103,700.54**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 61900 - CITY EVENTS

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-61900-523300	ADVERTISING	3,940.00	420.00	5,000.00	4,850.00	25,000.00
100-61900-523700	Education & Training	110.50	-	-	-	-
100-61900-523933	LINEN	-	-	5,000.00	165.00	3,000.00
100-61900-531701	HOSPITALITY	60.34	-	1,500.00	-	1,500.00
100-61900-531705	HOLIDAY FEST/TREE LIGHTING	15,451.70	20,315.19	35,000.00	694.01	21,000.00
100-61900-531710	CHRISTMAS DECORATIONS	8,290.54	12,610.00	10,000.00	-	10,000.00
100-61900-531720	SIGNS	-	-	5,000.00	176.13	1,000.00
100-61900-531727	MEMORIAL DAY MARCH	250.00	2,910.00	6,000.00	3,165.85	4,000.00
100-61900-531729	SUMMER EVENTS	-	10,516.84	40,000.00	-	-
100-61900-531731	PRETTY IN PINK	6,966.32	23,255.33	10,000.00	-	10,000.00
100-61900-531732	CAREER FAIRS	-	1,115.76	1,500.00	1,487.02	1,500.00
100-61900-531733	9/11 CEREMONY	337.05	2,219.93	1,000.00	-	1,000.00
100-61900-531734	BRIDGEFEST	-	-	35,000.00	-	100,000.00
100-61900-531736	FOOD TRUCKS	4,225.00	27,532.71	20,000.00	18,197.50	20,000.00
100-61900-531737	VETERAN'S DAY PARADE	4,562.05	6,985.00	10,000.00	-	4,000.00
100-61900-531748	AMPHITHEATER EVENT	2,259.00	12,977.27	10,000.00	4,290.85	-
100-61900-531749	CENTIENTIAL CELEBRATION	20,130.22	-	-	15,000.00	-
100-61900-531750	Uniforms	-	-	2,500.00	-	-
100-61900-531757	BACK TO SCHOOL	9,239.08	11,708.32	10,000.00	-	10,000.00
100-61900-531758	JULY 4TH EVENT	-	-	50,000.00	34,727.99	50,000.00
100-61900-531759	JUNETEENTH EVENT	-	8,795.94	12,500.00	10,598.26	12,500.00
100-61900-531760	HALLOWEEN FESTIVAL	-	-	10,000.00	100.00	10,000.00
100-61900-542200	VEHICLES	-	-	-	-	-
Division: 61900 - CITY EVENTS Total:		**75,821.80**	**141,362.29**	**280,000.00**	**93,452.61**	**284,500.00**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 62200 - PARKS

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-62200-522151	SURVEILLANCE CAMERAS-REEVES CREEK TRAIL	-	-	5,500.00	-	5,500.00
100-62200-522152	SURVEILLANCE CAMERAS-MEMORIAL PARK	-	-	37,500.00	-	-
100-62200-522153	SURVEILLANCE CAMERAS-CLARK PARK	-	-	37,500.00	-	-
100-62200-522154	SURVEILLANCE CAMERAS-GARDNER PARK	-	-	27,500.00	-	-
100-62200-522224	FOUNTAIN MAINTENANCE	-	-	25,000.00	-	25,000.00
100-62200-522225	BRIDGE MAINTENANCE	7,539.00	4,728.00	25,000.00	-	25,000.00
100-62200-522230	EQUIPMENT REPAIRS	5,093.44	94.66	5,000.00	4,751.36	10,000.00
100-62200-522250	AUTO & TRUCK REPAIR	653.00	-	3,000.00	-	3,000.00
100-62200-523220	GEORGIA TECHNOLOGY AUTH.	294.66	289.80	1,000.00	120.75	1,000.00
100-62200-523240	AT&T CLUB SERVICE	5,696.46	6,533.80	4,500.00	3,464.98	4,500.00
100-62200-531140	SUPPLIES & MATERIALS	6,546.10	13,044.47	25,000.00	608.03	10,000.00
100-62200-531142	HAND TOOLS & SMALL EQUIP.	-	327.97	3,500.00	113.96	4,000.00
100-62200-531143	SECURITY UPGRADES	-	-	25,000.00	-	25,000.00
100-62200-531222	GA POWER ELECTRICITY	153,659.37	160,008.17	25,000.00	62,025.43	25,000.00
100-62200-531270	ENERGY-GASOLINE/DIESEL	-	-	3,000.00	-	4,500.00
100-62200-541209	IMPROVEMENTS	-	-	35,000.00	1,900.00	15,000.00
100-62200-542300	FURNITURE & FIXTURES	-	7,614.25	30,000.00	-	15,000.00
100-62200-542400	COMPUTER SOFTWARE	3,567.00	3,539.33	4,500.00	3,581.30	4,500.00
100-62200-542500	EQUIPMENT	-	4,973.22	35,000.00	-	15,000.00
Division: 62200 - PARKS Total:		**183,049.03**	**201,153.67**	**357,500.00**	**76,565.81**	**192,000.00**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 72000 - PERMITTING DEVELOPMENT

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-72000-511100	REGULAR EMPL. SALARIES	132,104.29	135,580.45	137,827.50	60,415.21	136,590.87
100-72000-512100	GRP INSRNC MEDICAL/DENTAL	49,140.10	50,450.36	61,309.30	28,835.82	26,939.38
100-72000-512110	GROUP INSURANCE LIFE	475.80	488.76	550.00	285.25	550.00
100-72000-512111	GROUP INSURANCE VISION	256.44	249.22	257.00	122.90	1,000.00
100-72000-512200	MEDICARE 1.45%	1,876.32	1,932.21	1,000.00	852.43	1,000.00
100-72000-512400	PENSION	8,797.33	7,895.14	10,400.00	3,729.24	20,000.00
100-72000-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-72000-512700	WORKER'S COMPENSATION	1,466.86	987.01	2,000.00	694.10	2,000.00
100-72000-512851	HRA DEDUCTIBLE	-	-	3,000.00	-	3,000.00
100-72000-521200	PROFESSIONAL FEES	-	-	-	-	-
100-72000-521202	CONSULTING SERVICES - BSD	311,179.29	267,734.61	400,000.00	206,848.68	420,000.00
100-72000-521203	CONSULTING SERVICES - ENGINEERING	156,865.02	41,636.25	100,000.00	-	75,000.00
100-72000-521300	TECHNICAL SERVICES	-	-	1,000.00	132.00	-
100-72000-521310	SOFTWARE	-	-	4,000.00	-	-
100-72000-522210	MAINTENANCE AGREEMENT	2,000.00	5,748.53	6,000.00	4,219.95	6,300.00
100-72000-522250	AUTO & TRUCK REPAIR	-	280.22	-	-	-
100-72000-522341	COPIER RENTAL	6.21	123.37	500.00	24.32	525.00
100-72000-523231	CELL PHONES	748.20	-	-	-	-
100-72000-523245	TELECOMMUNICATIONS	-	-	500.00	-	-
100-72000-523300	ADVERTISEMENT	-	-	3,000.00	-	500.00
100-72000-523400	PRINTING & BINDING	-	-	3,000.00	-	750.00
100-72000-523500	TRAVEL	1,075.00	932.00	2,500.00	1,442.02	1,200.00
100-72000-523600	DUES & FEES	-	-	1,000.00	-	-
100-72000-523700	EDUCATION & TRAINING	186.50	250.00	2,500.00	1,099.00	1,500.00
100-72000-523940	POSTAGE	-	-	2,000.00	-	750.00
100-72000-531100	GEN SUPPLIES & MAT	1,165.70	228.05	1,000.00	-	500.00
100-72000-531110	COMPUTER EXPENSE	5,332.50	-	-	-	-
100-72000-531140	SUPPLIES AND MATERIALS	176.07	437.96	-	-	-
100-72000-531211	NTRL GAS,4545 MUNI COURT	-	-	-	-	-
100-72000-531227	GA PWR,4602 MUNICIPAL CRT	-	-	-	-	-
100-72000-531270	ENERGY-GASOLINE/DIESEL	794.54	1,563.58	1,200.00	1,029.58	1,260.00
100-72000-531600	SMALL EQUIPMENT - NON CAPITAL	-	-	1,700.00	-	500.00
100-72000-531701	HOSPITALITY/FOOD/BEVERAGE	-	-	-	-	-
100-72000-531750	UNIFORMS	390.00	613.64	700.00	-	700.00
100-72000-542300	FURNITURE & FIXTURES	-	-	500.00	-	500.00
Division: 72000 - PERMITTING DEVELOPMENT Total:		**674,036.17**	**517,131.36**	**749,443.80**	**309,730.50**	**703,065.25**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 74100 - PLANNING & ZONING

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-74100-511100	REGULAR SALARIES	114,982.49	212,967.64	373,831.42	145,400.65	388,049.14
100-74100-512100	GRP INSRNC MEDICAL/DENTAL	23,488.43	42,707.49	119,628.88	34,400.77	67,348.45
100-74100-512110	GROUP INSURANCE LIFE	402.29	595.53	3,300.00	486.20	3,300.00
100-74100-512111	GROUP INSURANCE VISION	129.72	219.57	460.00	163.47	1,000.00
100-74100-512200	MEDICARE 1.45%	1,650.86	3,021.11	3,630.00	2,054.25	3,600.00
100-74100-512400	PENSION	17,425.56	23,608.62	61,800.00	22,160.28	61,800.00
100-74100-512600	UNEMPLOYMENT INSURANCE	-	-	12,000.00	-	12,000.00
100-74100-512700	WORKER'S COMPENSATION	2,933.73	2,875.86	12,000.00	4,175.21	12,000.00
100-74100-512851	HRA DEDUCTIBLE	-	1,465.26	12,000.00	230.76	10,000.00
100-74100-521150	ZONING BOARD STIPEND	-	2,175.00	5,000.00	650.00	5,250.00
100-74100-521200	PROFESSIONAL FEES	-	70,000.00	5,000.00	-	75,000.00
100-74100-521300	TECHNICAL SERVICES	-	-	1,000.00	-	-
100-74100-521310	SOFTWARE	-	-	4,000.00	-	-
100-74100-522210	MAINTENANCE AGREEMENTS	14,952.87	3,111.43	8,000.00	57.16	1,500.00
100-74100-522250	AUTO & TRUCK REPAIR	-	-	2,000.00	-	-
100-74100-522320	RENTAL OF EQUIP & VEHICLE	-	-	-	-	-
100-74100-522341	COPIER RENTAL	361.86	-	500.00	218.26	525.00
100-74100-523231	CELL PHONES	1,071.52	-	-	-	-
100-74100-523245	TELECOMMUNICATIONS	-	185.07	500.00	-	-
100-74100-523300	ADVERTISEMENT	2,978.17	3,957.00	5,000.00	1,056.00	3,000.00
100-74100-523400	PRINTING & BINDING	2,636.08	276.45	4,000.00	760.00	1,500.00
100-74100-523500	TRAVEL	3,091.21	-	3,000.00	2,820.39	3,500.00
100-74100-523501	ZONING ADVISORY BOARD TRAVEL	-	-	2,000.00	-	1,500.00
100-74100-523600	DUES & FEES	714.00	775.00	2,250.00	236.00	1,300.00
100-74100-523700	EDUCATION & TRAINING	(131.69)	-	2,000.00	895.93	2,100.00
100-74100-523701	ZONING ADVISORY BD ED & TRAINING	308.97	950.00	1,000.00	-	1,050.00
100-74100-523851	INTERN HELP	762.00	-	-	-	-
100-74100-523940	POSTAGE	276.90	422.81	2,000.00	389.66	750.00
100-74100-531100	SUPPLIES & MATERIALS	2,880.14	3,252.12	6,000.00	1,273.85	2,500.00
100-74100-531110	COMPUTER EXPENSE	2,670.03	-	-	-	-
100-74100-531270	ENERGY-GASOLINE/DIESEL	345.61	-	1,000.00	-	1,050.00
100-74100-531600	SMALL EQUIPMENT - NON-CAPITAL	-	2,092.97	2,000.00	-	750.00
100-74100-531701	HOSPITALITY/FOOD/BEVERAGE	-	283.87	600.00	-	630.00
100-74100-531702	HISTORIC PRESERVATION COMMITTEE	-	97.00	10,000.00	-	-
100-74100-531750	UNIFORMS	-	360.51	800.00	-	840.00
100-74100-542300	FURNITURE & FIXTURES	-	-	3,000.00	-	-
Division: 74100 - PLANNING & ZONING Total:		**193,930.75**	**375,400.31**	**669,300.30**	**217,428.84**	**661,842.59**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 74500 - CODE ENFORCEMENT

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-74500-511100	REGULAR EMPL. SALARIES	87,435.44	129,906.76	154,647.86	51,459.55	148,901.96
100-74500-511300	OVERTIME	-	55.59	-	253.28	300.00
100-74500-512100	GRP INSRNC MEDICAL/DENTAL	35,623.37	43,506.18	61,753.16	24,670.46	40,409.07
100-74500-512110	GROUP INSURANCE LIFE	328.92	452.28	825.00	224.79	850.00
100-74500-512111	GROUP INSURANCE VISION	191.04	222.26	192.00	108.22	1,000.00
100-74500-512200	MEDICARE 1.45%	1,253.44	1,867.54	1,875.00	740.94	2,000.00
100-74500-512400	PENSION	10,489.20	17,321.33	22,400.00	8,032.20	23,000.00
100-74500-512700	WORKER'S COMPENSATION	1,540.18	1,487.64	3,100.00	1,081.20	3,200.00
100-74500-512850	HRA REIMBURSEMENT	-	-	4,000.00	2,000.00	6,000.00
100-74500-521201	PROFESSIONAL FEES	-	-	500.00	-	-
100-74500-521300	TECHNICAL SERVICES	-	-	500.00	-	-
100-74500-521310	SOFTWARE	-	-	2,000.00	-	-
100-74500-522210	MAINTENANCE AGREEMENT	3,821.70	2,614.65	3,500.00	4,061.12	4,200.00
100-74500-522250	AUTO & TRUCK REPAIR	70.32	-	1,000.00	271.50	1,050.00
100-74500-523231	Cell Phones	748.20	-	-	-	-
100-74500-523245	TELECOMMUNICATIONS	-	-	-	-	-
100-74500-523400	PRINTING & BINDING	-	-	500.00	-	525.00
100-74500-523500	TRAVEL	1,009.00	682.00	3,000.00	-	2,500.00
100-74500-523600	DUES & FEES	341.00	121.00	450.00	32.00	472.50
100-74500-523700	EDUCATION & TRAINING	507.00	768.50	3,000.00	-	2,500.00
100-74500-523940	POSTAGE	-	-	-	112.32	-
100-74500-531110	COMPUTER EXPENSE	4,049.72	-	-	-	-
100-74500-531130	OFFICE SUPPLIES	117.32	-	-	202.39	-
100-74500-531140	SUPPLIES & MATERIALS	289.00	2,224.71	700.00	1,412.54	735.00
100-74500-531270	ENERGY-GASOLINE/DIESEL	1,151.07	2,936.25	3,000.00	685.86	3,150.00
100-74500-531600	SMALL EQUIPMENT - NON CAPITAL	-	-	400.00	-	-
100-74500-531700	MISCELLANEOUS EXPENSE	75.00	-	-	-	-
100-74500-531740	TIRE EXPENSE	-	579.96	800.00	-	800.00
100-74500-531750	UNIFORMS	610.50	267.41	1,000.00	-	1,200.00
100-74500-542200	VEHICLES	-	-	-	31,104.66	-
100-74500-542500	EQUIPMENT	-	421.12	1,500.00	-	750.00
Division: 74500 - CODE ENFORCEMENT Total:		**149,651.42**	**205,435.18**	**270,643.02**	**126,453.03**	**243,543.53**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 75100 - ECONOMIC DEVELOPMENT

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-75100-511100	REGULAR SALARIES	18,789.22	74,999.98	77,961.72	35,610.58	100,000.00
100-75100-512100	GRP INSRNC MEDICAL/DENTAL	2,870.48	19,655.52	15,165.69	13,703.19	13,469.69
100-75100-512110	GROUP INSURANCE LIFE	72.82	237.10	550.00	165.97	550.00
100-75100-512111	GROUP INSURANCE VISION	-	97.87	68.00	58.99	1,000.00
100-75100-512200	MEDICARE 1.45%	288.05	1,073.77	1,100.00	509.25	1,100.00
100-75100-512400	PENSION	8,712.72	7,869.57	10,300.00	3,693.36	10,300.00
100-75100-512600	UNEMPLOYMENT INSURANCE	-	-	2,000.00	-	2,000.00
100-75100-512700	WORKER'S COMPENSATION	1,466.86	987.01	2,000.00	694.10	2,000.00
100-75100-512851	HRA DEDUCTIBLE	-	-	1,000.00	-	2,000.00
100-75100-521200	PROFESSIONAL SERVICES	750.00	10,240.00	55,000.00	11,450.00	15,000.00
100-75100-522210	MAINTENANCE AGREEMENTS	-	-	-	2,232.57	2,500.00
100-75100-523231	CELL PHONES	361.81	-	-	-	-
100-75100-523400	PRINTING & BINDING	-	-	1,500.00	-	500.00
100-75100-523500	TRAVEL	-	840.04	2,500.00	1,363.03	2,500.00
100-75100-523600	DUES & FEES	-	805.00	1,600.00	855.00	1,600.00
100-75100-523700	EDUCATION & TRAINING	1,145.00	1,335.00	5,000.00	420.00	2,500.00
100-75100-523940	POSTAGE	-	-	500.00	-	500.00
100-75100-531110	COMPUTER EXPENSE	5,200.00	-	-	-	-
100-75100-531140	SUPPLIES & MATERIALS	190.92	353.79	1,000.00	-	1,000.00
100-75100-531701	HOSPITALITY/FOOD/BEVERAGE	500.00	-	1,000.00	-	2,500.00
100-75100-531750	UNIFORMS	170.96	14.00	-	-	200.00
Division: 75100 - ECONOMIC DEVELOPMENT Total:		**40,518.84**	**118,508.65**	**178,245.41**	**70,756.04**	**161,219.69**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 75500 - Main Street Program

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-75500-511100	REGULAR SALARIES	113,632.20	117,724.26	118,585.70	53,009.14	119,844.51
100-75500-512100	GRP INSRNC MEDICAL/DENTAL	51,156.94	50,613.49	45,244.44	20,498.34	26,939.38
100-75500-512110	GROUP INSURANCE LIFE	415.08	426.36	620.00	248.71	620.00
100-75500-512111	GROUP INSURANCE VISION	256.44	249.22	257.00	87.98	1,000.00
100-75500-512200	MEDICARE 1.45%	1,537.70	1,580.17	1,500.00	716.87	1,500.00
100-75500-512400	PENSION	11,673.36	10,634.39	13,800.00	4,948.44	20,000.00
100-75500-512600	UNEMPLOYMENT INSURANCE	-	-	600.00	-	600.00
100-75500-512700	WORKER'S COMPENSATION	847.14	572.95	1,155.00	402.18	1,200.00
100-75500-512851	HRA, DEDUCTIBLE	-	-	2,000.00	-	4,000.00
100-75500-521200	PROFESSIONAL FEES	3,279.00	1,821.07	5,000.00	27.00	2,500.00
100-75500-522341	COPIER RENTAL	50.65	1,294.48	2,000.00	349.62	1,500.00
100-75500-523231	CELL PHONES	748.20	-	-	-	-
100-75500-523400	PRINTING & BINDING	551.99	815.45	2,500.00	-	2,500.00
100-75500-523500	TRAVEL	2,884.42	1,184.00	5,000.00	3,311.00	5,000.00
100-75500-523520	MAIN STREET BOARD TRAVEL	-	716.00	7,200.00	-	3,500.00
100-75500-523600	DUES & FEES	1,414.67	931.25	1,500.00	918.75	1,000.00
100-75500-523700	EDUCATION & TRAINING	836.50	1,548.00	3,000.00	1,299.95	2,000.00
100-75500-523720	MAIN STREET BOARD EDUCATION & TRAINING	779.00	772.00	4,200.00	-	2,700.00
100-75500-523851	INTERN HELP	-	-	2,000.00	-	2,000.00
100-75500-523940	POSTAGE	196.00	325.10	200.00	97.37	200.00
100-75500-523945	WEB SITE	-	1,700.00	3,000.00	-	4,000.00
100-75500-531110	COMPUTER EXPENSE	1,776.12	-	-	-	-
100-75500-531140	SUPPLIES & MATERIALS	1,911.15	1,307.10	4,000.00	209.78	1,500.00
100-75500-531700	PRODUCT DEV GRANT EXPENSES	-	-	5,000.00	-	2,500.00
100-75500-531701	HOSPITALITY/FOOD/BEVERAGE	928.83	958.40	5,000.00	581.26	1,000.00
100-75500-531707	ENTERTAINMENT	-	1,310.00	8,000.00	-	2,000.00
100-75500-531724	DOWNTOWN BEAUTIFICATION	-	-	12,000.00	85.00	1,500.00
100-75500-531725	PROMOTIONAL SUPPLIES	137.79	3,192.73	6,000.00	400.69	2,500.00
100-75500-531750	UNIFORMS	-	-	1,200.00	393.23	700.00
Division: 75500 - Main Street Program Total:		**195,013.18**	**199,676.42**	**260,562.14**	**87,585.31**	**214,303.89**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 75700 - GIS/PLANNING

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-75700-511100	REGULAR EMPLOYEE SALARIES	59,416.51	66,193.67	67,303.06	29,495.43	66,685.43
100-75700-512100	GRP INSUR MEDICAL / DENTAL	10,251.62	12,596.12	15,266.32	7,226.68	13,469.69
100-75700-512110	GROUP INSURANCE LIFE	229.44	235.80	150.00	217.41	300.00
100-75700-512111	GROUP INSURANCE VISION	67.68	65.48	68.00	31.16	1,000.00
100-75700-512200	MEDICARE 1.45%	860.67	958.84	900.00	427.21	1,000.00
100-75700-512400	PENSION	7,190.16	6,661.37	8,500.00	3,047.94	6,500.00
100-75700-512600	UNEMPLOYMENT INSURANCE	-	-	700.00	-	700.00
100-75700-512700	WORKERS' COMPENSATION	366.70	245.25	500.00	173.54	500.00
100-75700-512851	HRA DEDUCTABLE	2,000.00	-	1,000.00	-	2,000.00
100-75700-521200	PROFESSIONAL SERVICES	-	-	10,000.00	-	-
100-75700-521300	Technical Services	3,466.67	1,733.33	5,000.00	5,146.67	5,200.00
100-75700-521310	SOFTWARE	-	1,733.33	5,200.00	-	-
100-75700-522210	MAINTENANCE AGREEMENTS	3,848.32	4,644.21	3,400.00	3,827.92	4,000.00
100-75700-522341	COPIER RENTAL	1,609.44	1,912.92	1,700.00	674.37	1,700.00
100-75700-523231	CELL PHONES	374.10	-	-	-	-
100-75700-523400	PRINTING & BINDING	21.16	(3.99)	1,000.00	-	-
100-75700-523500	TRAVEL	-	-	1,000.00	-	500.00
100-75700-523600	DUES & FEES	-	-	600.00	-	630.00
100-75700-523700	EDUCATION & TRAINING	102.99	-	1,000.00	350.00	500.00
100-75700-531140	SUPPLIES & MATERIALS	79.65	1,033.50	5,400.00	88.03	750.00
100-75700-531750	UNIFORMS	-	75.26	150.00	-	157.50
Division: 75700 - GIS/PLANNING Total:		**89,885.11**	**98,085.09**	**128,837.38**	**50,706.36**	**105,592.62**

Budget Worksheet

Stockbridge
Where Community Connects

Expense
Division: 90000 - OTHER FINANCING USES

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
100-90000-611200	TRANSFER GF AND MMCC	616,108.54	542,633.43	369,281.41	-	-
100-90000-611276	TRANSFER GF AND CEMETERY	9,391.71	3,187.23	20,000.00	-	10,000.00
100-90000-611300	TRANSFER GF AND SDDA	-	42,502.46	45,000.00	-	45,000.00
100-90000-611650	TRANSFER TO/FROM URA	-	-	1,205,212.88	-	-
100-90000-612000	TRANSFER TO URA	1,203,848.37	1,205,336.63	-	1,001,588.87	1,208,355.50
100-90000-612015	TRANSFER GF TO CITYWIDE PROJECTS	4,294,546.04	-	-	-	-
100-90000-612020	TRANSFER TO/FROM PFA FUND	-	408,403.52	188,042.00	-	2,943,804.26
100-90000-612025	TRANSFER GF TO CARES	22,051.91	-	-	-	-
100-90000-612030	TRANSFER TO/FROM SPLOST V	-	50.00	-	-	-
Division: 90000 - OTHER FINANCING USES Total:		**6,145,946.57**	**2,202,113.27**	**1,827,536.29**	**1,001,588.87**	**4,207,159.76**

Budget Worksheet

Fund: 275 - HOTEL/MOTEL TAX
Expense
Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
275-15100-523310	PUBLIC NOTICES	-	-	825.00	-	825.00
275-15100-523600	DUES & FEES	-	-	2,800.00	-	2,800.00
275-15100-531709	CITY REBRANDING INITIATIVE	500.00	-	500.00	-	500.00
275-15100-531713	PROMOTIONAL SUPPLIES - MAIN STREET	-	-	7,000.00	-	7,000.00
275-15100-531714	PROMOTIONAL SUPPLIES - ECO DELVP	-	-	3,000.00	1,938.78	3,000.00
275-15100-531717	PROMOTIONAL SUPPLIES - MERLE	-	-	5,000.00	-	5,000.00
275-15100-531718	ADVERTISEMENT - MERLE	-	-	20,000.00	-	20,000.00
275-15100-531719	ADVERTISEMENT - TED	-	-	5,000.00	-	5,000.00
275-15100-531720	CITY QUARTERLY NEWSLETTER	8,999.05	21,020.92	25,000.00	-	25,000.00
275-15100-531730	TOURISM	41,531.19	51,874.42	85,875.00	13,780.00	85,875.00
275-15100-542500	OTHER - WAYFINDING SIGNAGE	983.72	15,000.00	25,000.00	-	25,000.00
275-15100-572000	H.C. CHAMBER 2% / 3.5% 8/1/2015	150,228.84	239,233.05	195,000.00	72,507.20	195,000.00
Division: 15100 - FINANCIAL ADMINISTRATION Total:		202,242.80	327,128.39	375,000.00	88,225.98	375,000.00

Budget Worksheet

Stockbridge
Where Community Connects

Fund 350 - URBAN REDEVELOPMENT AGENCY
Expense
Division: 80000 - DEBT SERVICES

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
350-80000-581300	PRINCIPAL-OTHER DEBT	710,000.00	745,000.00	780,000.00	849,204.62	1,023,624.00
350-80000-582300	INTEREST-OTHER DEBT	493,848.37	460,336.63	443,177.76	152,384.25	184,734.50
Division: 80000 - DEBT SERVICES Total:		**1,203,848.37**	**1,205,336.63**	**1,223,177.76**	**1,001,588.87**	**1,208,358.50**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 355 - DOWNTOWN DEVELOPMENT AUTHORITY
Expense
Division: 15100 - FINANCIAL ADMINISTRATION

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
355-15100-521201	PROFESSIONAL FEES	-	732.57	1,500.00	-	1,500.00
355-15100-521220	LEGAL		-	11,000.00	-	11,000.00
355-15100-523110	LIABILITY INSURANCE	1,529.00	1,696.00	2,000.00	-	2,000.00
355-15100-523310	PUBLIC NOTICES	210.00	-	-	-	-
355-15100-523400	PRINTING & BINDING	-	-	3,000.00	-	3,000.00
355-15100-523500	Travel	-	-	2,000.00	-	2,000.00
355-15100-523600	DUES AND FEES	-	-	500.00	-	500.00
355-15100-523700	Education and Training	1,036.00	124.00	3,000.00	305.00	3,000.00
355-15100-531130	OFFICE SUPPLIES	-	-	2,500.00	22.00	2,500.00
355-15100-531140	SUPPLIES & MATERIALS	442.34	(387.34)	1,000.00	-	1,000.00
355-15100-531700	MISCELLANEOUS EXPENSE	12,963.77	6,955.01	500.00	1,245.00	500.00
355-15100-531703	HOSPITALITY	-	-	3,000.00	-	3,000.00
355-15100-541101	FACADE GRANT	-	-	15,000.00	-	15,000.00
Division: 15100 - FINANCIAL ADMINISTRATION Total:		**16,181.11**	**9,120.24**	**45,000.00**	**1,572.00**	**45,000.00**

Budget Worksheet

Stockbridge
Where Community Connects

Fund 360 - PUBLIC FACILITIES AUTHORITY
Expense
Division: 80000 - DEBT SERVICES

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
360-15100-523901	BANK CHARGES	-	189.08	-	-	
360-15100-582100	INTEREST-BONDS	-	184,038.57	-	258,804.25	
360-32100-541492	POLICE BUILDING CONSTRUCTION	-	-	-	-	
360-61800-541416	CONSTRUCTION COSTS - AMPHITHEATER	-	2,765,120.75			
360-80000-582300	INTEREST-OTHER DEBT	-	-	3,014,566.25	-	2,943,804.26
360-90000-612015	TRANSFER PFA TO CITYWIDE PROJECTS	-	4,602,085.65	-	-	
360-90000-612020	TRANSFER PFA TO/FROM GF	-	(408,403.52)	-	-	
360-90000-612025	TRANSFER TO/FROM SPLOST IV	-	(104,672.78)	-	-	
Division: 80000 - DEBT SERVICES Total:		**-**	**7,038,357.75**	**3,014,566.25**	**258,804.25**	**2,943,804.26**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 495 - CEMETERY FUND
Expense
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
495-15100-522220	MAINTENANCE & CLEANING	-	-	8,000.00	-	
495-15650-522220	MAINTENANCE & CLEANING	-	1,199.87	-	1,513.77	3,000.00
495-15650-531600	SMALL EQUIPMENT - NON-CAPITAL	-	1,987.36	2,000.00	-	2,000.00
495-15650-541200	SITE IMPROVEMENTS	9,391.71	-	10,000.00	-	5,000.00
495-90000-611275	TRANSFER FROM G/F	(9,391.71)	(3,187.23)	-	-	
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		**-**	**-**	**20,000.00**	**1,513.77**	**10,000.00**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 505 - WATER & SEWER
Expense
Division: 43300 - SEWER

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
505-43300-511100	REGULAR EMPL. SALARIES	552,561.14	521,476.93	576,821.60	239,579.18	528,645.51
505-43300-511300	OVERTIME	16,695.50	33,497.58	55,000.00	18,864.89	50,000.00
505-43300-512100	GRP INSRNC MEDICAL/DENTAL	256,212.54	246,035.57	250,000.00	137,070.17	266,000.00
505-43300-512110	GROUP INSURANCE LIFE	1,887.96	1,902.06	3,100.00	1,022.00	3,000.00
505-43300-512111	GROUP INSURANCE VISION	1,267.20	1,135.93	1,262.00	573.39	1,000.00
505-43300-512200	MEDICARE 1.45%	7,629.29	8,186.54	8,000.00	3,639.51	8,000.00
505-43300-512401	RETIREMENT CONTRIBUTIONS	107,203.97	(517,462.21)	72,500.00	25,997.10	72,500.00
505-43300-512600	UNEMPLOYEMENT INSURANCE	-	-	5,000.00	-	4,000.00
505-43300-512700	WORKER'S COMPENSATION	25,669.89	17,296.11	35,000.00	12,183.96	25,000.00
505-43300-512850	HRA REIMBURSEMENT	-	3,902.32	9,200.00	1,571.95	9,200.00
505-43300-521201	PROFESSIONAL	2,996.25	10,737.05	15,000.00	3,302.95	15,000.00
505-43300-521222	IT Services for Sewer	11,248.16	-	8,500.00	-	10,000.00
505-43300-521230	ENGINEERING FEES	52,978.70	-	38,178.40	125,918.74	30,000.00
505-43300-521341	TESTING - ANALYTICAL COST	5,312.50	9,662.55	15,000.00	3,087.75	15,000.00
505-43300-522150	SURVEILLANCE CAMERAS	-	2,587.97	25,000.00	1,984.45	15,000.00
505-43300-522200	REPAIRS & MAINTENANCE	1,086.30	11,084.01	15,000.00	3,450.00	15,000.00
505-43300-522210	MAINTENANCE AGREEMENTS	1,603.82	6,739.20	50,000.00	2,492.21	25,000.00
505-43300-522211	DISPOSAL	-	-	1,000.00	-	1,000.00
505-43300-522220	MAINTENANCE & CLEANING	319.00	270.00	4,000.00	45.00	4,000.00
505-43300-522229	EQUIPMENT REPAIRS - PLANT	10,231.87	21,994.42	30,000.00	24,067.51	35,000.00
505-43300-522231	EQPMNT REPAIR PUMP STATIO	65,489.00	89,837.44	100,000.00	39,312.92	55,000.00
505-43300-522232	REPAIR, WWTP PLANT	44,432.66	14,226.77	50,000.00	47,106.61	55,000.00
505-43300-522233	PUMP STATION REPAIR(BLDG)	-	3,407.95	2,500.00	301.00	2,500.00
505-43300-522234	PUMP STATION ROADS REPAIR	-	-	2,500.00	-	2,500.00
505-43300-522235	VACCUM CLEAN SEWER LINES	17,390.20	16,252.00	35,000.00	4,484.00	35,000.00
505-43300-522240	STREET REPAIRS/MAINTENANC	-	77,050.00	15,000.00	27,333.04	25,000.00
505-43300-522250	AUTO & TRUCK REPAIR	7,052.38	10,514.23	15,000.00	1,606.89	15,000.00
505-43300-522255	DAMAGE TO PROPERTY	225.00	-	5,000.00	-	5,000.00
505-43300-522320	RENTAL OF EQUIP & VEHICLE	-	438.92	3,500.00	-	3,500.00
505-43300-523231	CELL PHONES	3,741.00	-	6,000.00	-	1,500.00
505-43300-523240	AT&T CLUB SERVICE	13,664.92	12,553.12	17,500.00	3,315.05	15,000.00
505-43300-523245	CBEYOND COMMUNICATIONS	6,284.82	6,330.26	6,800.00	3,099.88	6,800.00
505-43300-523310	PUBLIC NOTICES	301.00	830.00	2,500.00	210.00	3,000.00
505-43300-523400	PRINTING & BINDING	4,264.65	4,088.99	7,500.00	1,967.22	5,500.00
505-43300-523500	TRAVEL	3,402.13	2,354.82	5,500.00	1,989.06	5,500.00
505-43300-523600	DUES & FEES	1,378.00	2,511.80	3,500.00	1,142.80	3,500.00
505-43300-523700	EDUCATION & TRAINING	1,111.50	2,326.00	8,000.00	2,344.50	2,500.00
505-43300-523849	CONTRACT LABOR	-	-	7,500.00	-	7,500.00
505-43300-523902	MERCHANT FEES CREDIT CARD	10,891.76	12,742.42	13,500.00	6,975.01	13,500.00
505-43300-523905	COLL. FEE HENRY COUNTY	8,279.49	8,314.49	10,000.00	3,119.92	10,000.00

505-43300-523930	DRUG TESTING, VACCINES	65.00	-	1,500.00	110.00	1,500.00
505-43300-523940	POSTAGE	6,901.50	7,095.11	8,000.00	3,500.15	8,000.00
505-43300-523990	LANDFILL FEES	26,337.26	18,396.04	35,000.00	12,597.40	30,000.00
505-43300-531110	COMPUTER EXPENSE	9,490.64	4,527.11	7,500.00	8,253.03	7,500.00
505-43300-531130	OFFICE SUPPLIES	1,664.50	1,738.80	2,500.00	256.82	2,500.00
505-43300-531140	SUPPLIES & MATERIALS	14,960.51	14,204.65	30,000.00	7,756.90	25,000.00
505-43300-531142	HAND TOOLS & SMALL EQUIP.	7,046.31	2,863.17	20,000.00	4,869.66	10,000.00
505-43300-531214	ENERGY - NATURAL GAS	854.36	1,937.75	2,000.00	862.54	2,000.00
505-43300-531221	SNAPPING SHOALS EMC	4,120.07	3,295.49	6,000.00	1,473.95	6,000.00
505-43300-531223	GA POWER LIFT STATIONS	38,861.34	40,971.37	47,500.00	17,522.63	45,000.00
505-43300-531229	GA POWER - WWTP	156,508.80	154,325.27	165,000.00	62,868.23	28,500.00
505-43300-531270	ENERGY-GASOLINE/DIESEL	11,663.43	22,225.87	25,000.00	13,845.21	5,000.00
505-43300-531510	PUMP STATION WATER PURCHASES	212.24	23.21	-	-	-
505-43300-531700	MISC EXPENSE	5,483.36	121.56	5,000.00	242.99	50,000.00
505-43300-531703	LAB SUPPLIES/OTHER	9,367.56	12,002.43	15,000.00	6,721.26	20,000.00
505-43300-531706	CHEMICALS	48,332.60	56,799.61	65,000.00	19,432.45	80,000.00
505-43300-531720	SIGNS	145.00	990.00	2,000.00	-	2,000.00
505-43300-531740	TIRE EXPENSE	6,358.91	2,254.43	8,500.00	618.78	5,000.00
505-43300-531750	UNIFORMS	2,940.23	3,972.07	7,500.00	3,045.48	7,500.00
505-43300-541460	S2180931 WTR LN ECON STIM	-	-	-	-	-
505-43300-541462	S2180730 WWTP FCLTY IMP	188,895.26	(117,150.21)	35,000.00	-	25,000.00
505-43300-542200	VEHICLES	-	(134,284.26)	-	-	-
505-43300-542400	COMPUTER SOFTWARE	3,567.00	7,294.61	8,000.00	8,107.19	8,500.00
505-43300-542500	EQUIPMENT	-	2,219.99	75,000.00	-	100,000.00
505-43300-542517	WATERSHED MONITORING I&II	16,921.40	17,356.20	28,500.00	7,344.00	28,500.00
505-43300-573105	CONSENT ORDER - FINE	-	-	3,000.00	-	3,000.00
505-43300-573110	BAD DEBT EXP. W/S	43,765.86	13,583.20	30,000.00	(531.20)	15,000.00
Division: 43300 - SEWER Total:		**1,847,275.74**	**779,588.71**	**2,166,862.00**	**928,056.13**	**1,920,645.51**

Budget Worksheet

Where Community Connects

Fund: 505 - WATER & SEWER
Expense
Division: 44200 - WATER

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
505-44200-511100	REGULAR EMPL. SALARIES	373,050.17	378,836.85	377,939.22	175,305.33	376,787.19
505-44200-511300	OVERTIME	14,998.42	23,630.55	35,000.00	14,495.43	35,000.00
505-44200-512100	GRP INSRNC MEDICAL/DENTAL	189,627.34	184,889.72	190,000.00	128,876.66	230,000.00
505-44200-512110	GROUP INSURANCE LIFE	1,325.64	1,339.05	2,000.00	830.46	2,000.00
505-44200-512111	GROUP INSURANCE VISION	981.92	906.21	889.00	525.63	1,000.00
505-44200-512200	MEDICARE 1.45%	5,421.04	5,411.59	5,000.00	2,663.82	5,000.00
505-44200-512401	RETIREMENT CONTRIBUTIONS	3,825.93	(534,797.48)	50,000.00	17,929.02	50,000.00
505-44200-512600	UNEMPLOYEMENT INSURANCE	-	-	5,000.00	-	4,000.00
505-44200-512700	WORKER'S COMPENSATION	14,668.52	9,894.33	20,000.00	6,962.28	20,000.00
505-44200-512850	HRA REIMBURSEMENT	736.72	-	7,000.00	-	7,000.00
505-44200-521201	PROFESSIONAL	(8,238.29)	-	2,000.00	-	2,000.00
505-44200-521222	IT Services for Water	16,064.46	-	15,000.00	-	15,000.00
505-44200-521230	ENGINEERING FEES	41,569.75	37,512.00	35,000.00	7,908.69	35,000.00
505-44200-521305	WATER TEST	7,610.00	7,685.00	12,000.00	3,880.00	13,500.00
505-44200-522210	MAINTENANCE AGREEMENTS	100,702.34	117,870.00	135,000.00	90,814.91	155,000.00
505-44200-522220	MAINTENANCE & CLEANING	954.00	3,249.16	10,000.00	1,641.00	10,000.00
505-44200-522231	EQPMNT REPAIR PUMP STATIO	17,693.18	14,650.72	36,000.00	13,373.34	20,000.00
505-44200-522240	STREET REPAIRS/MAINTENANC	7,143.00	12,099.90	15,500.00	-	10,000.00
505-44200-522250	AUTO & TRUCK REPAIR	1,282.03	4,114.01	8,500.00	4,951.32	8,500.00
505-44200-522255	DAMAGE TO PROPERTY	458.00	-	1,500.00	-	1,500.00
505-44200-522320	RENTAL OF EQUIP & VEHICLE	-	369.92	5,000.00	-	5,000.00
505-44200-523110	LIABILITY INSURANCE	61,464.72	67,063.78	70,000.00	17,156.93	65,000.00
505-44200-523231	CELL PHONES	3,344.01	114.90	3,500.00	38.63	-
505-44200-523245	CBEYOND COMMUNICATIONS	6,284.83	6,330.26	8,000.00	3,099.92	8,000.00
505-44200-523250	USA MOBILITY 770 201 0149	2,944.21	4,888.09	2,500.00	1,370.35	2,500.00
505-44200-523310	PUBLIC NOTICES	1,393.00	1,162.00	2,000.00	-	2,000.00
505-44200-523400	PRINTING & BINDING	4,264.70	4,088.98	7,500.00	1,967.19	2,000.00
505-44200-523500	TRAVEL	1,575.64	1,733.00	5,500.00	1,736.16	1,800.00
505-44200-523600	DUES & FEES	618.00	891.40	3,500.00	122.40	1,500.00
505-44200-523700	EDUCATION & TRAINING	370.00	1,015.00	7,500.00	2,637.50	10,000.00
505-44200-523840	COLLECTION AGENCY SRVICES	128.02	171.96	1,000.00	-	1,000.00
505-44200-523849	CONTRACT LABOR	-	-	1,500.00	-	-
505-44200-523902	MERCHANT FEES CREDIT CARD	10,891.80	10,240.79	13,500.00	6,975.03	13,500.00
505-44200-523930	DRUG TESTING, VACCINES	170.33	275.00	1,000.00	-	1,000.00
505-44200-523940	POSTAGE	6,880.19	7,079.46	8,500.00	3,500.18	8,500.00
505-44200-531110	COMPUTER EXPENSE	1,037.73	610.33	10,000.00	8,056.35	10,000.00
505-44200-531130	OFFICE SUPPLIES	1,543.01	2,151.67	3,000.00	470.56	2,000.00
505-44200-531140	SUPPLIES & MATERIALS	31,238.43	38,674.97	125,000.00	11,360.00	50,000.00
505-44200-531142	HAND TOOLS & SMALL EQUIP.	8,308.01	7,313.40	39,000.00	2,041.33	25,000.00
505-44200-531221	SNAPPING SHOALS EMC	31,270.36	34,136.42	35,000.00	13,509.24	30,000.00
505-44200-531229	GA POWER - WTP	1,773.04	2,834.47	5,500.00	1,165.94	5,500.00
505-44200-531270	ENERGY-GASOLINE/DIESEL	10,833.14	16,295.92	20,000.00	9,025.43	20,000.00
505-44200-531510	INV PCH FOR RSALE-WATER	703,775.69	821,790.31	710,000.00	334,440.31	710,000.00
505-44200-531703	LAB SUPPLIES/OTHER	2,095.03	2,494.83	7,500.00	760.35	5,500.00
505-44200-531706	CHEMICALS	6,235.85	4,495.65	12,500.00	2,802.45	10,000.00

505-44200-531740	TIRE EXPENSE	3,202.19	2,763.74	3,500.00	231.99	2,500.00
505-44200-531750	UNIFORMS	2,945.93	3,884.23	7,000.00	2,697.32	6,000.00
505-44200-542200	VEHICLES	-	134,284.26	-	31,104.66	-
505-44200-542401	COMPUTERS	3,567.00	5,036.38	7,000.00	-	5,500.00
505-44200-542500	EQUIPMENT	-	2,220.00	50,000.00	-	25,000.00
505-44200-561000	DEPRECIATION	796,068.04	808,313.56	100,000.00	-	100,000.00
505-44200-572300	H.C. WATER AUTH WATER IMPACT FEE	-	219,450.00	-	-	-
Division: 44200 - WATER Total:		**2,494,097.07**	**2,479,466.29**	**2,238,828.22**	**926,428.11**	**2,130,087.19**

DIVISION 90000 - OTHER FINANCING USES

505-90000-611901	TRANSFER TO GENERAL FUND	-	-	60,000.00	-	60,000.00
TOTAL OTHER FINANCING USES		**-**	**-**	**60,000.00**	**-**	**60,000.00**

WATER Total: **2,190,087.19**

Budget Worksheet

Stockbridge
Where Community Connects

Water & Sewer
Expense
Division: 80000 - DEBT SERVICES

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
505-80000-581300	PRINCIPAL-OTHER DEBT	-	-	96,323.42	-	99,253.20
505-80000-582300	INTEREST-OTHER DEBT	18,372.68	33,760.07	30,916.78	13,232.43	27,987.00
Division: 80000 - DEBT SERVICES Total:		**18,372.68**	**33,760.07**	**127,240.20**	**13,232.43**	**127,240.20**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 510 - STORMWATER
Expense
Division: 42500 - STORMWATER

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
510-42500-511100	REGULAR EMPL. SALARIES	249,361.40	234,927.64	354,784.20	94,153.01	239,517.79
510-42500-511300	OVERTIME	484.05	1,106.43	5,000.00	426.63	4,000.00
510-42500-512100	GRP INSRNC MEDICAL/DENTAL	75,834.77	73,335.25	100,215.80	36,885.95	83,000.00
510-42500-512110	GROUP INSURANCE LIFE	901.56	853.44	2,200.00	455.63	2,000.00
510-42500-512111	GROUP INSURANCE VISION	434.16	398.57	1,200.00	170.24	1,000.00
510-42500-512200	MEDICARE 1.45%	3,466.45	3,411.53	7,000.00	1,340.92	6,000.00
510-42500-512400	PENSION	41,889.27	(346,241.19)	65,000.00	23,307.78	65,000.00
510-42500-512600	UNEMPLOYMENT INSURANCE	-	-	9,500.00	-	5,000.00
510-42500-512700	WORKER'S COMPENSATION	18,335.63	13,265.19	27,000.00	9,402.27	27,000.00
510-42500-512850	HRA REIMBURSEMENT	-	-	11,000.00	-	10,000.00
510-42500-521201	PROFESSIONAL FEES	-	-	2,500.00	-	2,500.00
510-42500-521222	IT Services for Stormwater	10,713.08	-	7,000.00	-	500.00
510-42500-521230	ENGINEERING FEES	20,620.00	19,900.50	100,000.00	2,523.00	-
510-42500-522210	MAINTENANCE AGREEMENTS	114.32	114.32	7,000.00	57.16	-
510-42500-522220	STREET SWEEPING	-	-	25,000.00	-	-
510-42500-522230	EQUIPMENT REPAIRS	293.72	934.92	5,500.00	3,148.12	-
510-42500-522240	STREET REPAIRS/MAINTENANC	1,650.00	-	30,000.00	-	-
510-42500-522250	AUTO & TRUCK REPAIR	10,835.22	11,203.97	10,000.00	1,818.00	-
510-42500-523110	LIABILITY INSURANCE	2,180.57	2,395.11	2,500.00	612.74	-
510-42500-523231	CELL PHONES	2,261.92	-	2,000.00	-	-
510-42500-523304	PERMITS/ANNUAL REPORT	4,735.00	-	20,000.00	-	20,000.00
510-42500-523310	PUBLIC NOTICES	14.00	14.00	3,500.00	-	3,500.00
510-42500-523400	PRINTING & BINDING	-	-	5,000.00	-	5,000.00
510-42500-523500	TRAVEL	-	-	3,000.00	-	4,500.00
510-42500-523600	DUES & FEES	169.00	118.80	1,000.00	118.80	1,000.00
510-42500-523700	EDUCATION & TRAINING	327.00	294.00	5,000.00	1,249.00	6,500.00
510-42500-523852	NOI IMPLEMENTATION	-	-	7,500.00	-	3,500.00
510-42500-523901	BANK CHARGES	-	-	500.00	-	500.00
510-42500-523902	CREDIT CARD EXPENSES	5,116.95	5,406.22	3,500.00	858.29	3,500.00
510-42500-523930	DRUG TESTING, VACCINES	138.33	-	500.00	-	500.00
510-42500-523990	LANDFILL FEES	3,856.52	6,454.78	7,000.00	2,260.18	7,500.00
510-42500-531110	COMPUTER EXPENSE	-	-	5,500.00	2,107.18	5,500.00
510-42500-531130	OFFICE SUPPLIES	392.19	812.09	1,000.00	194.33	1,000.00
510-42500-531140	SUPPLIES & MATERIALS	3,823.68	2,278.91	8,500.00	8,146.22	8,500.00
510-42500-531142	HAND TOOLS & SMALL EQUIP.	315.07	323.20	5,500.00	113.96	500.00
510-42500-531270	ENERGY-GASOLINE/DIESEL	5,543.47	12,219.03	15,000.00	5,758.90	15,000.00
510-42500-531700	MISCELLANEOUS EXPENSE	91.98	140.24	2,500.00	15.08	2,500.00
510-42500-531740	TIRE EXPENSE	630.45	2,687.36	5,000.00	1,689.05	3,500.00
510-42500-531750	UNIFORMS	1,923.15	2,331.39	5,000.00	1,537.61	5,000.00
510-42500-541476	EASEMENTS	-	-	25,000.00	-	10,000.00
510-42500-542200	VEHICLES	-	-	55,000.00	-	-

510-42500-542400	COMPUTER SOFTWARE	3,567.00	3,539.33	10,000.00	3,581.30	5,000.00
510-42500-542500	EQUIPMENT	-	-	300,000.00	-	50,000.00
510-42500-542515	STORMWATER REPAIR	34,576.75	22,050.00	255,000.00	-	300,000.00
510-42500-542518	WATERSHED ASSES. PHASE II	-	-	5,600.00	-	5,500.00
510-42500-561000	DEPRECIATION	68,585.91	78,494.49	65,000.00	-	65,000.00
510-90000-611402	TRANSFER TO SEWER	-	-	60,000.00	-	-
Division: 42500 - STORMWATER Total:		**573,182.57**	**152,769.52**	**1,654,500.00**	**201,931.35**	**978,517.79**

DIVISION 90000 - OTHER FINANCING USES

510-90000-611402	TRANSFER TO GENERAL FUND	-	-	60,000.00	-	60,000.00
TOTAL OTHER FINANCING USES		**-**	**-**	**60,000.00**	**-**	**60,000.00**

STORMWATER Total: **1,038,517.79**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 540 - SANITATION SOLID WASTE COLLECTION
Expense
Division: 45200 - SANITATION SOLID WASTE COLLECTION

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
540-42500-523902	MERCHANT FEES CREDIT CARD	7,887.45	6,663.23	2,516.70	1,091.04	2,600.00
540-45200-511100	REGULAR EMPL. SALARIES	40,784.92	40,087.57	42,483.30	18,491.24	42,092.23
540-45200-511300	OVERTIME	-	-	5,000.00	-	5,000.00
540-45200-512100	GRP INSRNC MEDICAL/DENTAL	36,875.41	37,854.24	46,043.98	21,645.15	45,000.00
540-45200-512110	GROUP INSURANCE LIFE	153.96	161.88	2,000.00	94.50	1,000.00
540-45200-512111	GROUP INSURANCE VISION	188.76	183.74	189.00	91.74	1,000.00
540-45200-512200	MEDICARE 1.45%	559.11	566.26	1,300.00	253.07	800.00
540-45200-512401	RETIREMENT CONTRIBUTIONS	12,000.72	(113,996.51)	13,000.00	4,661.58	10,800.00
540-45200-512700	WORKER'S COMPENSATION	1,613.57	1,089.50	2,200.00	763.52	2,000.00
540-45200-512850	HRA REIMBURSEMENT	-	-	2,000.00	-	2,000.00
540-45200-521222	IT TOTAL TECH	-	-	3,000.00	-	3,000.00
540-45200-521230	ENGINEERING FEES	2,700.00	2,620.50	5,000.00	525.00	5,000.00
540-45200-522210	MAINTENANCE AGREEMENTS	-	-	1,000.00	-	1,000.00
540-45200-522230	EQUIPMENT REPAIRS	195.22	-	60,000.00	4,571.36	25,000.00
540-45200-522246	KUBOTA SANI VEHICLES	-	-	5,000.00	-	2,000.00
540-45200-522250	AUTO & TRUCK REPAIR	1,392.44	582.97	5,000.00	-	5,000.00
540-45200-522252	DAMAGE TO CITIZEN ITEMS	-	-	1,000.00	-	1,000.00
540-45200-523231	CELL PHONES	1,024.98	-	-	-	-
540-45200-523310	PUBLIC NOTICES	-	-	5,000.00	-	1,000.00
540-45200-523400	PRINTING & BINDING	265.45	-	3,000.00	-	1,000.00
540-45200-523700	EDUCATION & TRAINING	-	-	1,500.00	1,150.00	3,000.00
540-45200-523902	MERCHANT FEES CREDIT CARD	-	-	1,000.00	-	1,000.00
540-45200-523906	H. C. COLL. FEE	-	-	10,000.00	-	5,000.00
540-45200-523930	DRUG TESTING, VACCINES	-	-	500.00	-	500.00
540-45200-523940	POSTAGE	-	-	12,500.00	-	13,000.00
540-45200-523990	LANDFILL FEES	444,769.87	502,668.48	520,000.00	200,070.12	500,000.00
540-45200-523991	Sanitation Collections Outsourcing	981,062.20	1,021,225.33	1,300,000.00	347,012.39	1,200,000.00
540-45200-524000	SWMP COST JT. HC AND CITY	24,612.51	25,485.32	2,000.00	646.38	2,000.00
540-45200-531110	COMPUTER EXPENSE	1,748.84	-	7,500.00	2,859.96	6,500.00
540-45200-531130	OFFICE SUPPLIES	14.71	267.16	500.00	-	500.00
540-45200-531140	SUPPLIES & MATERIALS	-	-	3,000.00	-	2,000.00
540-45200-531240	ENERGY-BOTTLED GAS	-	-	5,000.00	-	-
540-45200-531270	ENERGY-GASOLINE/DIESEL	992.40	1,375.89	-	344.81	4,000.00
540-45200-531704	OTHER SUPPLIES	-	-	1,000.00	-	1,000.00
540-45200-531740	TIRE EXPENSE	-	-	3,000.00	753.57	3,000.00
540-45200-531750	UNIFORMS	-	-	2,000.00	816.27	2,000.00
540-45200-542400	COMPUTER SOFTWARE	3,567.00	3,539.33	4,000.00	3,581.30	5,000.00
540-45200-561000	DEPRECIATION	15,052.62	18,448.32	34,000.00	-	20,000.00
540-45200-573012	SANITATION FEE REFUND	208.08	-	-	-	-
Division: 45200 - SANITATION SOLID WASTE COLLECTION Total:		**1,569,782.77**	**1,542,159.98**	**2,109,716.28**	**608,331.96**	**1,922,192.23**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 555 - MERLE MANDERS CONFERENCE CENTER
Expense
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
555-15650-511100	REGULAR EMPL. SALARIES	237,223.72	207,699.03	287,716.47	119,084.52	293,007.18
555-15650-511300	OVERTIME	122.50	818.00	2,000.00	578.81	2,000.00
555-15650-512100	GRP INSRNC MEDICAL/DENTAL	148,512.23	135,317.20	185,511.27	72,057.74	168,000.00
555-15650-512110	GROUP INSURANCE LIFE	876.84	796.12	3,420.00	527.52	3,500.00
555-15650-512111	GROUP INSURANCE VISION	750.48	652.12	757.00	300.20	1,000.00
555-15650-512200	MEDICARE 1.45%	3,276.28	3,016.85	4,560.00	1,531.17	4,500.00
555-15650-512401	RETIREMENT CONTRIBUTIONS	54,633.13	(278,271.92)	30,500.00	10,936.74	50,000.00
555-15650-512600	UNEMPLOYMENT INSURANCE	-	-	8,400.00	-	8,000.00
555-15650-512700	WORKER'S COMPENSATION	5,808.74	3,908.84	7,920.00	2,759.18	8,000.00
555-15650-512850	HRA REIMBURSEMENT	-	1,579.74	6,000.00	-	6,000.00
555-15650-521222	IT Services for MMCC	6,431.94	-	-	-	-
555-15650-521340	WEB-SITE	645.00	645.00	1,000.00	545.00	1,000.00
555-15650-522200	REPAIRS & MAINTENANCE	705.77	52.24	25,000.00	-	1,000.00
555-15650-522210	MAINTENANCE AGREEMENTS	457.30	457.30	3,500.00	228.65	500.00
555-15650-522213	CLEANING	-	-	22,000.00	-	-
555-15650-522220	MAINTENANCE & CLEANING	682.00	-	-	-	-
555-15650-522230	EQUIPMENT REPAIRS	-	1,279.17	3,000.00	-	3,000.00
555-15650-522251	AUTO EXPENSE	-	3,791.48	3,000.00	-	3,000.00
555-15650-522320	RENTAL OF EQUIP & VEHICLE	5,220.00	7,068.00	3,000.00	589.00	3,000.00
555-15650-522341	COPIER RENTAL	203.72	2,700.57	2,000.00	1,037.23	2,000.00
555-15650-523231	CELL PHONES	1,870.50	-	-	-	-
555-15650-523245	CBEYOND COMMUNICATIONS	10,802.31	10,809.57	7,000.00	5,368.37	7,000.00
555-15650-523400	PRINTING & BINDING	747.29	(307.42)	500.00	-	1,500.00
555-15650-523500	TRAVEL	2,529.47	-	3,000.00	-	3,000.00
555-15650-523600	DUES & FEES	566.56	1,230.35	700.00	1,071.00	1,200.00
555-15650-523700	EDUCATION & TRAINING	2,410.00	-	3,500.00	-	3,500.00
555-15650-523850	Personnel Services	4,943.76	995.00	35,000.00	200.00	5,000.00
555-15650-523851	CLIENT EVENT ATTENDANT	1,164.26	-	-	-	2,000.00
555-15650-523902	MERCHANT FEES CREDIT CARD	739.52	270.00	2,550.00	-	2,550.00
555-15650-523933	LINEN	11.00	362.00	6,000.00	679.54	5,000.00
555-15650-523940	POSTAGE	-	-	250.00	-	500.00
555-15650-531110	COMPUTER EXPENSE	5,018.22	-	-	-	-
555-15650-531130	OFFICE SUPPLIES	889.53	699.80	2,500.00	89.12	2,500.00
555-15650-531140	SUPPLIES & MATERIALS	376.21	452.73	4,000.00	114.43	1,000.00
555-15650-531142	HAND TOOLS & SMALL EQUIP.	892.06	163.13	1,000.00	-	4,000.00
555-15650-531213	NATURAL GAS	3,634.80	4,876.94	2,500.00	2,148.57	2,500.00
555-15650-531232	GEORGIA POWER	20,127.25	19,889.86	25,000.00	7,862.68	25,000.00
555-15650-531271	FUEL	304.53	2,359.50	600.00	1,621.02	600.00
555-15650-531708	FOOD AND BEVERAGE	-	84.98	2,500.00	-	500.00
555-15650-531710	CHRISTMAS DECORATIONS	137.65	3,832.00	5,000.00	4,350.00	10,000.00

555-15650-531720	SIGNS	-	-	-	-	1,500.00
555-15650-531740	TIRE EXPENSE	-	-	1,000.00	-	-
555-15650-531750	UNIFORMS	603.34	814.29	1,000.00	510.93	1,000.00
555-15650-541200	SITE IMPROVEMENTS	900.00	-	150,000.00	44,214.00	50,000.00
555-15650-542300	FURNITURE & FIXTURES	-	-	3,500.00	-	5,000.00
555-15650-542400	Computer Software	5,355.00	1,875.00	4,000.00	-	1,000.00
555-15650-542500	EQUIPMENT	17,580.00	2,240.00	2,250.00	63.98	2,250.00
555-15650-561000	DEPRECIATION	91,963.24	96,179.47	40,000.00	-	40,000.00
Division: 15650 - GOVERNMENT BUILDINGS/PROPERTY Total:		**639,116.15**	**238,336.94**	**902,634.74**	**278,469.40**	**735,607.18**

Budget Worksheet

Stockbridge
Where Community Connects

Fund: 565 - AMPHITHEATER COMPLEX
Expense
Division: 61800 - AMPHITHEATER

Account Number	Account Description	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 YTD ACTUAL	FY 2023 PROPOSED EXPENDITURES
565-61800-521100	CONSULTANT FEES	-	-	5,000.00	-	55,000.00
565-61800-521201	PROFESSIONAL FEES	-	-	5,000.00	-	20,000.00
565-61800-521300	TECHNICAL SERVICES	-	-	5,000.00	-	10,000.00
565-61800-522210	MAINTENANCE AGREEMENTS	-	-	10,000.00	-	5,000.00
565-61800-522219	LANDSCAPING	-	-	70,000.00	30,925.00	75,000.00
565-61800-522220	MAINTENANCE & CLEANING	-	-	10,000.00	-	10,000.00
565-61800-522230	EQUIPMENT REPAIRS	-	-	10,000.00	-	10,000.00
565-61800-522320	RENTAL OF EQUIP & VEHICLE	-	-	-	23,936.53	30,000.00
565-61800-523240	AT&T CLUB SERVICE	-	-	10,000.00	-	10,000.00
565-61800-523300	ADVERTISING	-	-	-	815.00	10,000.00
565-61800-531140	SUPPLIES & MATERIALS	-	-	10,000.00	2,052.32	10,000.00
565-61800-531143	SECURITY UPGRADES	-	-	15,000.00	261.33	-
565-61800-531222	GA POWER ELECTRICITY	-	-	15,000.00	-	15,000.00
565-61800-531233	STREET LIGHTS, OUTSIDE	-	-	10,000.00	-	10,000.00
565-61800-541300	BUILDING IMPROVEMENTS	-	-	50,000.00	2,385.85	50,000.00
565-61800-541416	CONSTRUCTION COSTS	-	-	210,000.00	-	50,000.00
565-61800-542300	FURNITURE & FIXTURES	-	-	5,000.00	-	5,000.00
565-61800-542500	EQUIPMENT	-	-	10,000.00	-	60,000.00
Division: 61800 - AMPHITHEATER Total:		**-**	**-**	**450,000.00**	**60,376.03**	**435,000.00**

Capital Improvement Plan

Stockbridge

Where Community Connects

The City of Stockbridge

Police Department	32100 - Police	Expenditure for the Planning Years							
Requested Item/Project	Justification	FY2023	FY2024	FY2025	FY2026	FY2027	Five Year Total	Funding Source	Notes
2023 Ford Interceptor Hybrid x 12	Vehicles to accommodate 12 additional police positions. Cost per vehicle = $41,500	$ 498,000					498,000	General Fund	
2023 Ford F-150 Pickup Truck- Code Enforcement	Vehicle to accommodate 1 additional code enforcement position. Cost per vehicle = $38,000	$ 38,000					38,000	General Fund	
Federal Signal Emergency Equipment x 12	Emergency equipment for 12 patrol vehicles. Cost per vehicle = $20,000	$ 240,000					240,000	General Fund	
In-Car Radio x 12	In-car radio for 12 patrol vehicles. Cost per vehicle =$6,300	$ 75,600					75,600	General Fund	
Axon Fleet 3 in car camera system x 12	In-car camera systems for 12 patrol vehicles. Cost per vehicle = $3,500	$ 42,000					42,000	General Fund	
Panasonic Toughbook Computer x 16	In-car computer for 12 additional positions & 4 code enforcement positions. Cost per vehicle = $3,500	$ 56,000					56,000	General Fund	
All Terrain Vehicle x 2	ATV's to patrol the city's parks and trail systems. Cost per ATV = $30,000	$ 60,000					60,000	General Fund	
Utility Trailer	Trailer to tow ATV's and other miscellaneous equipment.	$ 10,000					10,000	General Fund	
Mobile Radio x 16	Mobile radios for 12 additional positions & 4 code enforcement positions. Cost per officer = $5,793	$ 92,688					92,688	General Fund	
Axon Body Worn camera x 16	Body worn camera system for 12 additional positions & 4 code enforcement positions. Cost per officer = $2,500.	$ 40,000					40,000	General Fund	
Uniforms & Equipment x 12	Uniforms and associated equipment for 12 additional positions. Cost per officer = $5,000	$ 60,000					60,000	General Fund	
Rifle Plates x 40	Rifle plates to provide enhanced ballistic protection for officers. Cost per officer = $300	$ 12,000					12,000	General Fund	
Ballistic Helmets x 40	Ballistic helmets to provide enhanced ballistic protection for officers. Cost per officers = $285	$ 11,400					11,400	General Fund	
Rifle Suppressors x 40	Rifle suppressors to suppress sound associated with rifle firing. Cost per rifle = $1,000	$ 40,000					40,000	General Fund	
Trijicon RMR Pistol Sights x 55	Ruggedized miniature reflex sights for pistols. Cost per officer = $455	$ 25,000					25,000	General Fund	
Taser x 12	Tasers for 12 additional positions. Cost per officer = $700	$ 8,400					8,400	General Fund	

Exterior Car Port/Storage Building for Police Headquarters	**Exterior structure to hold and process vehicles in inclement weather and to store vehicles, equipment and other items that cannot be stored in the elements.**	$ 60,000					60,000	**General Fund**
Police Canine Program	**Police canine and associated equipment and training for police canine.**	$ 40,000					40,000	**General Fund**
Multi-Jurisdictional SWAT Team	**Weapons, armor and associated equipment for 8 SWAT operators. Cost per operator = $5,000**	$ 40,000					40,000	**General Fund**
Reserve Officer Program	**Uniforms and equipment for reserve/volunteer officer program for six (6) reserve officers.**	$ 60,000					60,000	**General Fund**
Bicycle Patrol Program	**Bicycles and associated equipment for 5 officers to implement a bicycle patrol program.**	$ 27,500					27,500	**General Fund**
Police Drone Program	**All purpose drone and associated equipment and training.**	$ 12,000					12,000	**General Fund**
Rapid ID x4	**Mobile fingerprinting device for rapid identification of individuals. Cost per device = $6,500**	$ 26,000					26,000	**General Fund**
Accurint Virtual Crime Center	**Investigative analysis and research software program.**	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	62,500	**General Fund**
Cop-Logic	**Citizen online reporting and analytic program.**	$ 28,000	$ 2,550	$ 2,550	$ 2,550	$ 2,550	38,200	**General Fund**
Cellebrite	**Cellular forensic tool**	$ 8,000					8,000	**General Fund**
Promotional Assessment Center	**Promotional Assessment Center for Police Supervisory Positions.**	$ 15,000					15,000	**General Fund**
Peace Officers Annuity & Benefit Fund of Georgia (POAB)	**Supplemental pension program for sworn police personnel.**	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	100,000	**General Fund**
FOP Legal Defense Fund	**Legal defense fund and educational reimbursement program.**	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	37,500	
Funding Source(s)	**Total Proposed Police Expenditures**	$ 1,665,588	$ 42,550	$ 42,550	$ 42,550	$ 42,550	$ 1,835,788	
	General Fund	1,665,588	42,550	42,550	42,550	42,550	1,835,788	
	Condemned Funds	-	-	-	-	-	-	
	Grant Funds	-	-	-	-	-	-	
	Total Proposed Funding Source	$ 1,665,588	$ 42,550	$ 42,550	$ 42,550	$ 42,550	$ 1,835,788	

Public Works

Expenditures For Planning Years

42200 - Public Works								
Requested Item	Justification	FY2023	FY2024	FY2025	FY2026	FY2027	Five Year Total	Funding Source
TSPLOST (Streets & Highways)		$ 5,500,000	$ 5,500,000	$ 5,500,000	$ 5,500,000	$ 5,500,000	$ 27,500,000	TSPLOST
LMIG (Road Resurfacing)		$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 5,000,000	SPLOST/GDOT
Sidewalk		$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 1,500,000	SPLOST
Funding Source(s)	**Total Proposed Roads, Sidewalks, & Resurfacing**	$ 6,800,000	$ 6,800,000	$ 6,800,000	$ 6,800,000	$ 6,800,000	$ 34,000,000	
	General Fund	$ -	$ -	$ -	$ -	$ -	$ -	
	GDOT	$ -	$ -	$ -	$ -	$ -	$ -	
	TSPLOST	$ 5,500,000	$ 5,500,000	$ 5,500,000	$ 5,500,000	$ 5,500,000	$ 27,500,000	
	SPLOST	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 6,500,000	
	Total Proposed	$ 6,800,000	$ 6,800,000	$ 6,800,000	$ 6,800,000	$ 6,800,000	$ 34,000,000	

MMCC		Expenditure for the Planning Years							
Requested Item	**Justification**	**FY2023**	**FY2024**	**FY2025**	**FY2026**	**FY2027**	**Five Year Total**	**Funding Source**	**Notes**
Audio/Visual Equipment Upgrade in all areas of the Merle Manders Conference Center	Old and outdated equipment. Need upgrade to be competitive in market. New and improved state of the art sound and visual systems needed for weddings, receptions, meetings, presentations, training and seminars.	$ 195,000	$ -	$ -	$ -	$ -	$ 195,000	**General Fund**	
Events Department Admin Building - Furnishings, paint, flooring, breakroom	Update the office space to be a showcase to bring clients in to generate business.	$ 35,000	$ -	$ -	$ -	$ -	$ 35,000	**ARPA**	
Equipment for MMCC kitchen - Stand up freezer and dishwasher	In need of freezer and dishwasher that works properly.	$ 9,000	$ -	$ -	$ -	$ -	$ 9,000	**General Fund**	
Funding Source(s)	**Total Proposed MMCC Expenditures**	$ 239,000		$ -	$ -	$ -	$239,000		
	ARPA	$ 35,000	$ -	$ -	$ -	$ -	$35,000		
	General Fund	$ 204,000	$ -	$ -	$ -	$ -	$204,000		
	Total Proposed MMCC Expenditures	$ 239,000	$ -	$ -	$ -	$ -	$239,000		

Parks		Expenditure for the Planning Years						
Requested Item	Justification	FY2023	FY2024	FY2025	FY2026	FY2027	Five Year Total	Funding Source
62200- Parks								
Parks Master Plan	Update Parks	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$1,500,000	SPLOST
	Total Proposed Parks Expenditures	$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000	
	Total General Fund	$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000	
	Total Proposed	$ 600,000	$ 300,000	$ 300,000	$ 300.000	$ 300,000	$ 1,800,000	

Government Building & Property	15650 - Grounds BLDG & Property	Expenditure for the Planning Years						
Requested Item/Project	Justification	FY2023	FY2024	FY2025	FY2026	FY2027	Five Year Total	Funding Source
Johnson Control	Access/Security Upgrade	$ 115,000	$ 115,000	$ 115,000	$ 115,000	$ 115,000	$ 575,000	ARPA
Funding Source	Total Proposed Expenditures	$ 115,000	$ 115,000	$ 115,000	$ 115,000	$ 115,000	$ 575,000	
	ARPA	$ 115,000	$ 115,000	$ 115,000	$ 115,000	$ 115,000	$ 575,000	
	General Fund	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Proposed Funding Source	$ 115,000	$ 115,000	$ 115,000	$ 115,000	$ 115,000	$ 575,000	

WATER		Expenditures For Planning Years						
Requested Item	Justification	FY2023	FY2024	FY2025	FY2026	FY2027	Five Year Total	Funding Source
44200 - Water								
Water System Improvements	Infrastructure Upgrade	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 1,750,000	SPLOST/Fund Balance/ARPA
Water Service Line Replacement	Infrastructure Upgrade	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 1,250,000	SPLOST/Fund Balance/ARPA
Funding Source	Total Proposed Water	$ 600,000	$ 600,000	$ 600,000	$ 600,000	$ 600,000	$ 3,000,000	
	ARPA	$ 600,000	$ 600,000	$ 600,000	$ 600,000	$ 600,000	$ 2,400,000	
	SPLOST							
	Water Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Proposed Funding Source	$ 600,000	$ 600,000	$ 600,000	$ 600,000	$ 600,000	$ 2,400,000	

Sewer		Expenditures For Planning Years						
Requested Item	Justification	FY2023	FY2024	FY2025	FY2026	FY2027	Five Year Total	Funding Source
43300 - Sewer								
Mays Crossing Lift Station Rehab and Force Main	Infrastructure Improvements	$ 806,000	$ -	$ -	$ -	$ -	$ 806,000	SPLOST/Fund Balance/ARPA
Northbridge Station Sanitary Sewer Rehabilitation	Infrastructure Improvements	$ 2,030,100	$ -	$ -	$ -	$ -	$ 2,030,100	SPLOST/Fund Balance/ARPA
Walter Way, Pineview, Memorial Park Lift Station Rehabilitation	Infrastructure Improvements	$ -	$ 1,235,000	$ -	$ -	$ -	$ 1,235,000	SPLOST/Fund Balance/ARPA
WWTP Pole Barn	Storage Addition	$ -	$ 675,000	$ -	$ -	$ -	$ 675,000	SPLOST/Fund Balance/ARPA
WWTP Improvements	Infrastructure Improvements	$ 550,000	$ -	$ -	$ -	$ -	$ 550,000	SPLOST/Fund Balance/ARPA
WWTP Expansion	Infrastructure Improvements		$ -	$ 3,500,000	$ -	$ -	$ 3,500,000	SPLOST/Fund Balance
Funding Source	Total Proposed Water	$ 3,386,100	$ 1,910,000	$ 3,500,000	$ -	$ -	$ 8,796,100	
	ARPA	$ -	$ -	$ -	$ -	$ -	$ -	
	SPLOST	$ -	$ -	$ -	$ -	$ -		
	Sewer Fund Balance	$ 3,386,100	$ 1,910,000	$ 3,500,000	$ -	$ -	$ 8,796,100	
	Total Proposed Funding Source	$ 3,386,100	$ 1,910,000	$ 3,500,000	$ -	$ -	$ 8,796,100	

Storm Water		Expenditure for the Planning Years						
	42500 - Storm Water							
Requested Item	Justification	FY2023	FY2024	FY2025	FY2026	FY2027	Five Year Total	Funding Source
Stormwater Maintenance	Infrastructure Improvements	$ 350,000	$ 350,000	$ 350,000	$ 350 000	$ 350,000	$ 1,750,000	SPLOST
	Total Proposed Storm Water	$350,000	$350,000	$350,000	$350,000	$350,000	$1,750,000	
	Total SPLOST Fund	$350,000	$350,000	$350,000	$350,000	$350,000	$1,750,000	
	Total Proposed Expenditures	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 1,750,000	

Court		Expenditure for the Planning Years							
Requested Item	**Justification**	**FY2023**	**FY2024**	**FY2025**	**FY2026**	**FY2027**	**Five Year Total**	**Funding Source**	**Notes**
Court Renovation	**Renovation of the Municipal Court building's 1st floor to add workspace for add'l court staff, secure detention cell, modify judge's bench, modify existing work area for optimal efficiency**	$84,000					$84,000	**ARPA Funds**	
	Total Proposed Court Expenditures	$84,000	$0	$0	$0	$0	$84,000		
	ARPA	$84,000							
	General Fund	$84,000	$0	$0	$0	$0	$0		
	Total Proposed Court Expenditures	$84,000	$0	$0	$0	$0	$84,000		

Appendix

Stockbridge

Where Community Connects

The City of Stockbridge

Revised CITY OF STOCKBRIDGE PLANNING AND ZONING 2023 FEE SCEHDULE
Community Development Department

Acreage	Single-Family Residential		Multi-Family Residential		Commercial - Industrial		Mixed Use/ PUD		Development of Regional Impact (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)	Mixed Use/PUD 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	$ 1,000.00	$ 50.00	$ 100.00	add'l $400
5.001-10.00	$ 500.00	$ 50.00	$ 750.00	$ 50.00	$ 1,000.00	$ 50.00	$ 1,500.00	$ 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	$ 2,000.00	$ 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	$ 2,500.00	$ 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	$ 4,000.00	$ 25.00	$ 100.00	add'l $400
100.001+	$ 3,000.00	$ 25.00	$ 2,500.00	$ 25.00	$ 3,500.00	$ 25.00	$ 4,500.00	$ 25.00	$ 100.00	add'l $400

City of Stockbridge Revised 2023 Planning, Zoning & GIS Fee Schedule

Type	Fee	
	Current	**Proposed**
Administrative Variance	$300	$300
Appeal To Admin Decision	$500	$500
Applicant Request To Propone Case	$300	$300
Annexation	$300	$400
Comprehensive Land Use Amendment	$300	$600
Concept Plan Review -PUD	$50	$100
Conditional Use	$500, plus $5/ac.	$600
Final Plat	N/A	$200
Lot Split/Combination/Replat /Address Plat Review	$150	$200
Minor Modification to PUD Master Dev. Plan	$300	$300
Major Modification to Site Plan/Zoning Conditions/Development Agreements	$300	$400
Planning Commission Address List	$25	$25
Preliminary Plat	N/A	$500
Sign Permit Zoning Review	$50	$100
Special Use Permit	$300	$300
Temporary Permit for Special Event	$50	$75
Unified Development Code Text Admendment	$300	$400
Variance	$500	$600
Wireless Communications Facilities (WCF) Co-location Zoning Review	$50	$100
WCF Conditional Use Application (New)	$7,000	$7,000
Zoning Review for New Business	N/A	$25
Zoning Verification Letter	$50	$150

Geographic Information Systems (GIS) - Maps & Plans	**Current**	**Proposed**
A-Size 8 1/2" x 11"	$5	$5
B-Size (11"x17")	$10	$10
C-Size (14"x22")	$15	$15
D-Size (24"x36")	$20	$20
E-Size (36"x44")	$25	$25
Comprehensive Plan Document	N/A	$100
Livable Centers Initiative Document	N/A	$50
Any other Community Development Plans	N/A	$50

PROPOSED 2023 PAR PAVILION GAZEBO RENTAL FEES

CLARK PARK	FULL DAY CITY RESIDENT APR - OCT	FULL DAY NON-CITY RESIDENT APR - OCT	FULL DAY CITY RESIDENT NOV - MAR	FULL DAY NON-CITY RESIDENT NOV - MAR
PAVILION 1	$ 250.00	$ 300.00	$ 200.00	$ 250.00
PAVILION 2	$ 250.00	$ 300.00	$ 200.00	$ 250.00
PAVILION 3	$ 250.00	$ 300.00	$ 200.00	$ 250.00

MEMORIAL PARK	FULL DAY CITY RESIDENT APR - OCT	FULL DAY NON-CITY RESIDENT APR - OCT	FULL DAY CITY RESIDENT NOV - MAR	FULL DAY NON-CITY RESIDENT NOV - MAR
PAVILION 1	$ 250.00	$ 300.00	$ 200.00	$ 250.00
PAVILION 2	$ 250.00	$ 300.00	$ 200.00	$ 250.00
GAZEBO	$ 150.00	$ 200.00	$ 125.00	$ 150.00

GARDNER PARK	FULL DAY CITY RESIDENT APR - OCT	FULL DAY NON-CITY RESIDENT APR - OCT	FULL DAY CITY RESIDENT NOV - MAR	FULL DAY NON-CITY RESIDENT NOV - MAR
PAVILION 1	$ 250.00	$ 300.00	$ 200.00	$ 250.00
PAVILION 2	$ 250.00	$ 300.00	$ 200.00	$ 250.00

The recommendation is to elimate the half-day reservations of the pavilions and gazebo.

Stockbridge

Where Community Connects

CURRENT 2022 PARK PAVILION GAZEBO RENTAL FEES

CLARK PARK	FULL DAY CITY RESIDENT APR - OCT	FULL DAY NON-CITY RESIDENT APR - OCT	FULL DAY CITY RESIDENT NOV - MAR	FULL DAY NON-CITY RESIDENT NOV - MAR
PAVILION 1	$ 150.00	$ 200.00	$ 150.00	$ 200.00
PAVILION 2	$ 150.00	$ 200.00	$ 150.00	$ 200.00
PAVILION 3	$ 150.00	$ 200.00	$ 150.00	$ 200.00

MEMORIAL PARK	FULL DAY CITY RESIDENT APR - OCT	FULL DAY NON-CITY RESIDENT APR - OCT	FULL DAY CITY RESIDENT NOV - MAR	FULL DAY NON-CITY RESIDENT NOV - MAR
PAVILION 1	$ 150.00	$ 200.00	$ 200.00	$ 200.00
PAVILION 2	$ 150.00	$ 200.00	$ 200.00	$ 200.00
GAZEBO	$ 100.00	$ 125.00	$ 100.00	$ 125.00

GARDNER PARK	FULL DAY CITY RESIDENT APR - OCT	FULL DAY NON-CITY RESIDENT APR - OCT	FULL DAY CITY RESIDENT NOV - MAR	FULL DAY NON-CITY RESIDENT NOV - MAR
PAVILION 1	$ 150.00	$ 200.00	$ 150.00	$ 200.00
PAVILION 2	$ 150.00	$ 200.00	$ 150.00	$ 200.00

Stockbridge

Where Community Connects

CITY OF

Stockbridge

GEORGIA

STOCKBRIDGE/BURKE CEMETERY

Cemetery Fee Schedule

5.16.050 - Rules for interment.

B.) The city clerk and public works director shall be authorized to impose an administrative fee to cover the cost of processing all applications for burials in municipal cemeteries and monitoring compliance with the regulations contained herein.

Administration Fee: $200.00

Effective January 1, 2023

10/18/22

CITY OF

Stockbridge

GEORGIA

STOCKBRIDGE/BURKE CEMETERY

Unauthorized Interment Penalty

1.04.080 - General penalty for code violations.

A. Whenever in this code or in any ordinance of the city any act is prohibited or is made or declared to be unlawful or an offense, or whenever in such code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, such violation of any such provision of this code or any ordinance shall be punishable by a fine not exceeding one thousand ($1000) dollars, by sentence of imprisonment not exceeding three hundred sixty-five (365) days and to work on the streets or public works for a period not exceeding three hundred sixty-five (365) days, any or all such penalties in the discretion of the recorder.

B. The imposition of any such punishment shall not prevent the forcible removal or abatement of unlawful conditions and the imposition of a lien on the subject property for the cost thereof.

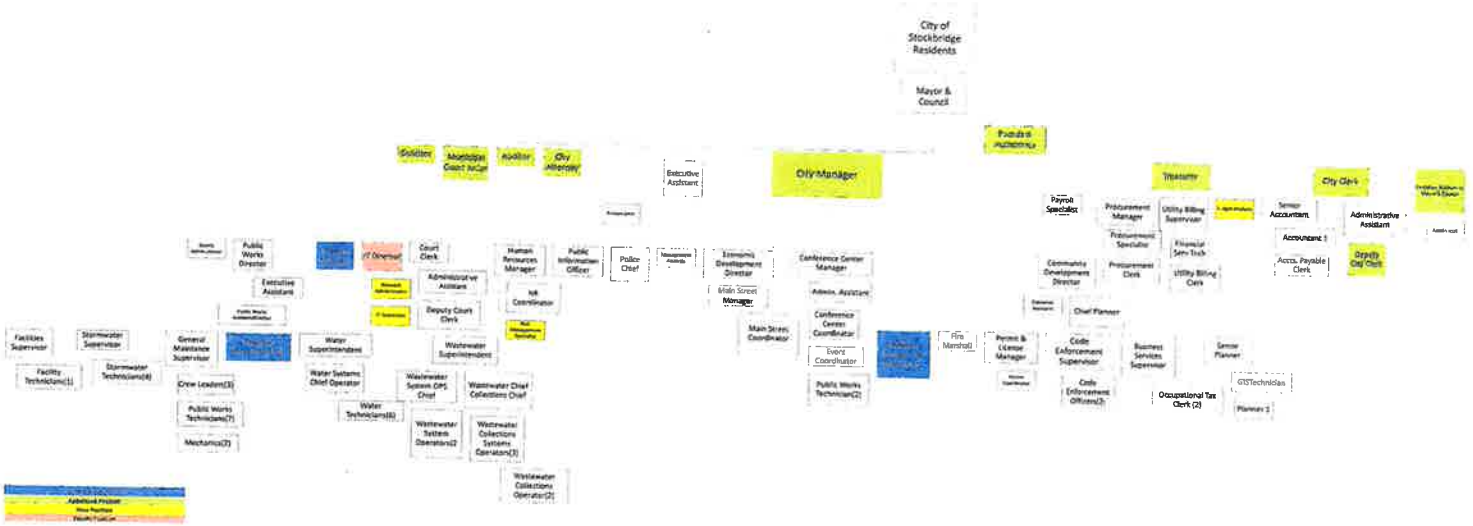
(Amended during 1991 codification; Code 1971, Sec. 1-8)

Penalty (Unauthorized Interment): $1000.00

Effective January 1, 2023

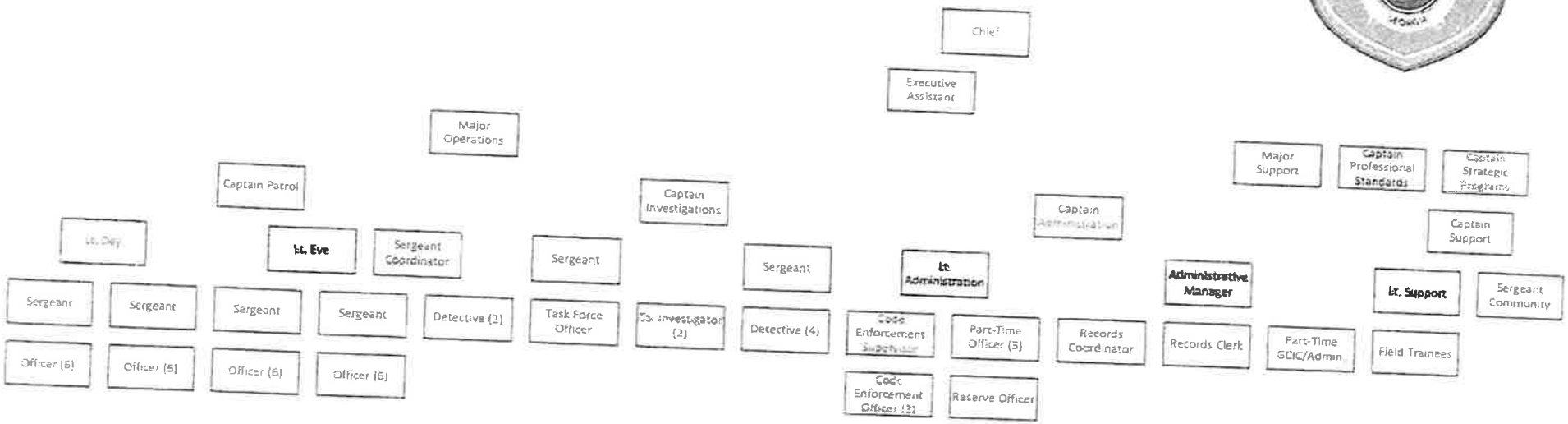
10/18/22

Proposed 2023 City of StockBridge Organizational Chart - 10/10/2022



Total Full-Time Sworn	52
Total Full-Time Civilian	6
Total Full Time Employees	**58**

City of Stockbridge Police Department- Organizational Chart Revised 10/10/2022



Approved Plan
2022

DEPARTMENT	REPORTS TO	CLASS TITLE	Pay Grade	Min	Mid	Max
City Clerk	City Manager	Receptionist	101	$31,200.31	$39,780.39	$48,360.47
MMCC	Conference Center Manager	Public Works Technician	102	$32,760.32	$41,769.41	$50,778.50
Public Works	General Maintenance Supervisor	Public Works Technician	102	$32,760.32	$41,769.41	$50,778.50
Unassigned	Unassigned	Unassigned	103			
Police	Administrative Manager	Records Clerk	104	$36,118.25	$46,050.77	$55,983.29
Sanitation	Utility Billing Supervisor	Utility Billing Clerk	104	$36,118.25	$46,050.77	$55,983.29
Sewer	Utility Billing Supervisor	Utility Billing Clerk	104	$36,118.25	$46,050.77	$55,983.29
Sewer	Wastewater Superintendent	Wastewater Collections Operator I	104	$36,118.25	$46,050.77	$55,983.29
Sewer	Wastewater Superintendent	Wastewater Systems Operator I	105	$37,924.17	$48,353.31	$58,782.46
Sewer	Wastewater Superintendent	Wastewater Technician I	105	$37,924.17	$48,353.31	$58,782.46
Water	Water Systems Superintendent	Water Systems Technician I	105	$37,924.17	$48,353.31	$58,782.46
City Clerk	City Manager	Administrative Assistant	106	$39,820.37	$50,770.98	$61,721.58
Public Works	Public Works Administrative Assistant	Administrative Assistant	106	$39,820.37	$50,770.98	$61,721.58
Public Works	Facility Maintenance Supervisor	Facility Maintenance Technician	106	$39,820.37	$50,770.98	$61,721.58
Public Works	General Maintenance Supervisor	Mechanic	106	$39,820.37	$50,770.98	$61,721.58
Stormwater	Stormwater Supervisor	Stormwater Technician	106	$39,820.37	$50,770.98	$61,721.58
Administration	Senior Accountant	Accounts Payable Clerk	107	$41,811.39	$53,309.53	$64,807.66
Business Services	Business Services Supervisor	Occupational Tax Clerk	107	$41,811.39	$53,309.53	$64,807.66
Administration	Procurement Manager	Procurement Clerk	107	$41,811.39	$53,309.53	$64,807.66
Public Works	General Maintenance Supervisor	Public Works Crew Leader	107	$41,811.39	$53,309.53	$64,807.66
Sewer	Wastewater Superintendent	Wastewater Systems Operator II	107	$41,811.39	$53,309.53	$64,807.66
Water	Water Superintendent	Water Systems Technician II	107	$41,811.39	$53,309.53	$64,807.66
Information Technolory	Information Techology Director	IT Technician/Help Desk	107	$41,811.39	$53,309.53	$64,807.66
Code Enforcement	Community Development Director	Code Enforcement Officer	108	$43,901.96	$55,975.00	$68,048.04
Main Street	Main Street Manager	Main Street Coordinator	108	$43,901.96	$55,975.00	$68,048.04
Police	Administrative Manager	Records Coordinator	108	$43,901.96	$55,975.00	$68,048.04
Water	Water Superintendent	Water Systems Technician III	108	$43,901.96	$55,975.00	$68,048.04
Permitting	Community Development Director	Building Permit Coordinator	109	$46,536.08	$59,333.50	$72,130.92
Business Services	Community Development Director	Business Services Supervisor	109	$46,536.08	$59,333.50	$72,130.92
Police	Police Sergeant	Crime Scene Investigator	109	$46,536.08	$59,333.50	$72,130.92
MMCC	Conference Center Manager	Conference Center Coordinator	109	$46,536.08	$59,333.50	$72,130.92
Municipal Court	Court Clerk	Deputy Court Clerk	109	$46,536.08	$59,333.50	$72,130.92
Human Resources	Human Resources Manager	Human Resources Coordinator	109	$46,536.08	$59,333.50	$72,130.92

Dec. 21, 2021

Approved Plan
2022

Administration	Treasurer/CFO	Payroll Specialist	109	$46,536.08	$59,333.50	$72,130.92
Police	Police Sergeant	Police Officer	109	$46,536.08	$59,333.50	$72,130.92
Human Resources	Human Resources Manager	Risk Mangement Specialist	109	$46,536.08	$59,333.50	$72,130.92
Water	Treasurer/CFO	Utility Billing Clerk Supervisor	109	$46,536.08	$59,333.50	$72,130.92
Police	Police Sergeant	Detective	110	$49,328.24	$62,893.51	$76,458.78
MMCC	Conference Center Manager	Events Coordinator	110	$49,328.24	$62,893.51	$76,458.78
Executive	City Manager	Executive Assistant	110	$49,328.24	$62,893.51	$76,458.78
Police	Police Chief	Executive Assistant to Chief of Police	110	$49,328.24	$62,893.51	$76,458.78
Governing Body	Mayor & Council	Executive Assistant to Mayor & Council	110	$49,328.24	$62,893.51	$76,458.78
Planning	Senior Planner	GIS Technician	110	$49,328.24	$62,893.51	$76,458.78
Police	Police Sergeant	Senior Crime Scene Investigator	110	$49,328.24	$62,893.51	$76,458.78
Police	Police Sergeant	Senior Police Officer	110	$49,328.24	$62,893.51	$76,458.78
Administration	Senior Accountant	Accountant	111	$52,287.94	$66,667.12	$81,046.31
City Clerk	City Clerk	Deputy City Clerk	111	$52,287.94	$66,667.12	$81,046.31
Planning	Senior Planner	Planner 1	112	$55,425.22	$70,667.15	$85,909.08
Police	Police Sergeant	Police Corporal	112	$55,425.22	$70,667.15	$85,909.08
Finance	Procurement Manager	Procurement Specialist	112	$55,425.22	$70,667.15	$85,909.08
Executive	City Manager	Public Information Officer	112	$55,425.22	$70,667.15	$85,909.08
Stormwater	Public Works Director	Stormwater Supervisor	112	$55,425.22	$70,667.15	$85,909.08
Administration	Treasurer/CFO	Budget Analyst	113	$58,750.73	$74,907.18	$91,063.63
MMCC	City Manager	Conference Center Manager	113	$58,750.73	$74,907.18	$91,063.63
Municipal Court	City Manager	Court Clerk	113	$58,750.73	$74,907.18	$91,063.63
Main Street	Economic Development Director	Main Street Manager	113	$58,750.73	$74,907.18	$91,063.63
Community Development	Community Development Director	Permits & License Manager	113	$58,750.73	$74,907.18	$91,063.63
Administration	Treasurer/CFO	Senior Accountant	113	$58,750.73	$74,907.18	$91,063.63
Sewer	Wastewater Superintendent	Wastewater Collections Chief Operator	113	$58,750.73	$74,907.18	$91,063.63
Sewer	Wastewater Superintendent	Wastewater Systems Chief Operator	113	$58,750.73	$74,907.18	$91,063.63
Water	Water Superintendent	Water Systems Chief Operator	113	$58,750.73	$74,907.18	$91,063.63
Unassigned	Unassigned	Unassigned	114			
Information Technolory	Information Techology Director	Network Administrator	115	$66,012.32	$84,165.71	$102,319.09
Executive	City Manger	Management Analyst	115	$66,012.32	$84,165.71	$102,319.09
Code Enforcement	Community Development Director	Code Enforcement Supervisor	115	$66,012.32	$84,165.71	$102,319.09
Public Works	Public Works Director	Facilities Maintenance Supervisor	115	$66,012.32	$84,165.71	$102,319.09
Public Works	Public Works Director	General Maintenance Supervisor	115	$66,012.32	$84,165.71	$102,319.09

Approved Plan
2022

Police	Police Lieutenant	Police Sergeant	115	$66,012.32	$84,165.71	$102,319.09
Planning	Community Development Director	Senior Planner	115	$66,012.32	$84,165.71	$102,319.09
Police	Police Captain	Administrative Manager	116	$69,973.06	$89,215.65	$108,458.24
Public Works	Public Works Director	Assistant Public Works Director	116	$69,973.06	$89,215.65	$108,458.24
Executive	City Manager	Grants Administrator	116	$69,973.06	$89,215.65	$108,458.24
Police	Police Captain	Police Lieutenant	116	$69,973.06	$89,215.65	$108,458.24
Sewer	Public Works Director	Wastewater Plant Superintendent	116	$69,973.06	$89,215.65	$108,458.24
Water	Public Works Director	Water Superintendent	116	$69,973.06	$89,215.65	$108,458.24
Executive	City Manager	Information technology Director	117	$74,171.44	$94,568.59	$114,965.73
Econ Development	City Manager	Economic Development Director	117	$74,171.44	$94,568.59	$114,965.73
Police	Police Major	Police Captain	117	$74,171.44	$94,568.59	$114,965.73
Finance	Treasurer/CFO	Procurement Manager	117	$74,171.44	$94,568.59	$114,965.73
Executive	City Manager	Project Manager	117	$74,171.44	$94,568.59	$114,965.73
Permitting	Community Development Director	Fire Marshal	118	$79,363.44	$101,188.39	$123,013.34
Police	Police Chief	Police Major	118	$79,363.44	$101,188.39	$123,013.34
City Clerk	Mayor & Council	City Clerk	119	$84,918.88	$108,271.58	$131,624.27
Human Resources	City Manger	Human Resources Manager	119	$84,918.88	$108,271.58	$131,624.27
Executive	City Manager	Community Development Director	120	$90,863.21	$115,850.59	$140,837.97
Public Works	City Manger	Public Works Director	120	$90,863.21	$115,850.59	$140,837.97
Executive	Mayor & Council	Treasurer/CFO	121	$97,223.63	$123,960.13	$150,696.63
Executive	City Manager	Assistant City Manager	122	$104,029.28	$132,637.34	$161,245.39
Executive	City Manager	Police Chief	123	$111,311.33	$141,921.95	$172,532.57
Executive	Mayor & Council	City Manager	125	$127,440.35	$162,486.44	$197,532.54

PUBLIC WORKS TECHNICIAN LEVEL SERIES

Public Works Technician I

This is the entry level class in the Public Works Technician series. This class is distinguished from the Public Works Technician II, III and IV by the performance of the more routine tasks and duties assigned to workers in this series. Employees at this level are not expected to perform with the same independence of direction and judgment on matters related to established procedures and guidelines as are positions allocated to the II, III and IV levels. Since this class is typically used as a training class, employees may have only limited or no directly related work experience. Employees work under immediate supervision while learning job tasks.

Public Works Technician II

This is the first working level in the Public Works Technician series and employees at this level are experienced and proficient in the operation of dump trucks, backhoes, tractors, mowers and other light, medium and heavy-duty vehicles, and equipment. Incumbents are expected to have a thorough knowledge of the streets in the City of Stockbridge and its service area.

Public Works Technician III

This classification is distinguished from the lower-level classes of the Public Works Technician I and II by the level of responsibility assumed and the complexity of duties assigned. Employees perform the more difficult and responsible types of duties assigned to classes within this series including the maintenance, repair and rehabilitation of City streets, sidewalks, stormwater infrastructure, landscaping, grounds, rights-of-way, cemeteries and related facilities and infrastructure. Incumbents are expected to operate a full range of light, medium and heavy-duty vehicles and equipment with only occasional instruction or assistance. Employees at this level are fully trained in the procedures related to area of responsibility.

Public Works Technician IV

This is the advanced journeyman level class in the Public Works Technician series. Employees at this level are distinguished from other classes within the series by the level of responsibility assumed and complexity of duties assigned. Employees perform the most difficult and responsible types of technical duties assigned to classes within this series including performing technically complex maintenance duties related to area of assignment, performing administrative duties, operating the full range of light, medium and heavy-duty vehicles and equipment, and performing the full range of duties with only occasional instruction or assistance and may supervise a crew in the absence of the Public Works Technician Crew Leader. Employees at this level are fully trained in all procedures related to assigned area of responsibility. The employee works under general supervision with leeway allowed for the use of independent judgment in carrying out the details of the work.

City of Stockbridge **Class Specifications**

Job Title: **Budget Analyst**

PG: 112 Min: $55,425.22 Mid: $70,667.15 Max: $85,909.08

Job Summary: This position is responsible for conducting complex accounting functions involving research, analysis, and preparation of financial reports; assist in the preparation of budget and financial forecast, reconciliation of various general ledger accounts, entries into the general ledger, document management, grant reporting, and other financial activities. This position will be heavily involved in ad hoc special projects as they develop, such as budget documents, unique financial reports, and financial analysis/interpretation. This position requires knowledge of and experience complying with generally acceptable accounting principles (GAAP) standard governmental fund accounting principles, practices, and procedures.

Position Classification: This is an exempt level position.

Essential Job Functions:

- Responsible for the development of the annual operating and Capital Improvement Program (CIP) budgets.
- Assists department staff in various divisions with their budgetary needs and directs them on the proper financial management including year to date spending.
- Conducts meetings with department heads and prepares them for budget meetings.
- Establishes and maintains budget records and files.
- Performs other related duties as required.
- Work collaboratively and effectively with various departments.
- Excellent customer service skills and a positive attitude.

Knowledge, Skills and Abilities:

- Knowledge of financial systems and capital budgets and its composition, process and impact on various business and government operations
- Knowledge of government funding sources and the applicability of these sources
- Knowledge of technical methodologies, verbiage, discussion, etc. associated with budget operations
- Knowledge of organizational operational procedures, outcomes, and impact on financial strength
- Skill in managing a broad range of time sensitive deadlines to include budget preparation, attending meetings, and communicating vital information
- Skill in analyzing complex data related to general funds, appropriations, expenditures, salaries, risk management, grant management and other areas
- Skill in interpreting a wide range of information including financial statements, operating budgets, laws, ordinances and policies and procedures
- Skill in effectively communicating complex data and information to many different audiences

New position 1.1/2023

- Ability to perform complex financial, statistical, budgetary, and cost analyses.
- Ability to use independent and professional judgment.
- Ability to interpret laws and regulations, ensure compliance with accounting practices and procedures, make sound recommendations and/ or implement appropriate accounting mechanisms.
- Ability to develop a structural balance between revenue and cost categories.
- Ability to accurately assess financial system needs and implement procedures for efficient financial management.
- Ability to pursue and justify new funding sources for the city
- Ability to monitor time effectively.
- Ability to work with a diverse group of people.
- Ability to communicate effectively, clearly, and concisely.
- Ability to envision a broad organizational vision.

Supervisory Controls: This position reports directly to the Finance Director/Treasurer.

Guidelines: Guidelines include Generally Accepted Accounting Principles (GAAP), Governmental, State and Federal laws and regulations governing municipal budget and financial administration, City and departmental rules and regulations, and City ordinances, policies, and procedures. These guidelines are clear and specific but may require interpretation in application.

Complexity: Work requires analysis and judgment in accomplishing diversified and complex duties. Work requires the exercise of independent judgment within the limits of guidelines, policies, standards, and precedents.

Personal Contacts: Contacts are typically with the co-workers, auditors, City employees, other local government officials and the public.

Purpose of Contacts: Contacts are typically to give and exchange information, resolve problems and provide services.

Physical Demands: Work is typically performed with the employee sitting, standing, walking, hearing, using hands to handle operate tools or controls. The employee may be required to lift objects. Moderate weight of (10 pounds).

Work Environment: Incumbent works in a safe and secure work environment.

Supervisory and Management Responsibility: There are no supervisory responsibilities.

Minimum Qualifications:
Bachelor's degree in accounting, finance, business administration or a related field. Must have budgeting experience in a local government environment. Must have a minimum of three to five years of budget preparation, analysis, administration in a government service which provides the requisite knowledge, skills and abilities to perform the job. Must have a Georgia's Drivers License.

New position 1.1/2023

Job Title: Network Administrator

PG: 115 Min: $66,973.06 Mid: $84,165.71 Max: 108,458.24

Job Summary: This position is responsible for the design, configuration, installation, maintenance, and support of the local land wide area network for the city and provide technical assistance regarding the network to end users. The work is performed under the general supervision of the IT Director.

Position Classification: This is an exempt level position.

Essential Job Functions:

- Install, configure, test, maintain, monitor, troubleshoot and backup all network devices including switches, load balancers, firewalls, and other network devices.
- Recommend, schedule, and perform network improvements, upgrades, and repairs.
- Participate in the evaluation and purchase of security and network related products with other IT staff.
- Maintains network performance by performing network monitoring and analysis, and performance tuning; troubleshooting network problems; escalating problems to vendor(s).
- Research current and emerging technology as it relates to network administration and suggest changes, upgrades, and improvements as appropriate.
- Aid in design of disaster recovery plan and maintain current knowledge of plan and respond to emergencies in accordance with plan.
- Ensures security of the network; manages transmission control and internet protocols (TCP/IP), Domain Name Servers (DNS), Dynamic Host Configuration Protocols (DHCP); and maintains end user permission security and access.
- Monitors network system hardware and proactively troubleshoots hardware, and software systems; ensures all systems, and environments ae operating at optimal levels.
- Performs related duties, maintains operational, configuration, or other procedural documentation; drafts reports, participates in presentations, discusses concepts and deliverables with clients; serves as Network Administrator as needed and participates in quality control checks.
- Processes a variety of documentation associated with department/division operations, within designated timeframes and per established procedures receives and reviews various documentation; reviews, completes, processes, forwards or retains as appropriate; prepares or completes various forms, reports, correspondence, and other documentation; compiles data for further processing or for use in preparation of department reports; and maintains computerized and/or hardcopy records.
- Operates a personal computer to enter, retrieve, review, or modify data, utilizing word processing, spreadsheet, database, presentation, Internet, e-mail, or other software; and operates general office or other equipment as necessary to complete essential functions.
- Communicates with supervisor, other city employees, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.
- Perform other related duties as necessary.

Job Title: Network Administrator (continued)

Knowledge Required by the Position:

- Various Windows operating systems and alternate operating systems such as Mac, IOS, or other
- Microsoft Office, database concepts, multimedia applications.
- Standard business applications such as financial management applications, Adobe PDF and Document management systems.
- Security software such as Enterprise Antivirus software.
- Help desk support and ticketing software.
- Basic network services, including DNS, TCPIP, WINS, DHCP, and World Wide Web.
- PC Imaging software.
- VoIP systems and telephone device maintenance.
- Basic teaching and training techniques.
- Work collaboratively and effectively with various departments.
- Excellent customer service skills and a positive attitude.

Supervisory Controls: None

Guidelines: Guidelines include City and departmental policies and procedures. These guidelines require sound judgment and interpretation in application.

Complexity: The work consists of a variety of administrative and technical duties.

Personal Contacts: Contacts are typically with the City Manager, Mayor, co-workers, vendors, other City employees and the public.

Purpose of Contacts: Contacts are typically to give and exchange information and provide services.

Physical Demands: Work is typically performed with the employee sitting, standing, bending, crouching, crawling, or kneeling. The employee must occasionally lift light and heavy objects and use tools that require a high degree of dexterity. Moderate weight of (25-50 pounds).

Work Environment: Incumbent works in a safe and secure work environment that may periodically have unpredicted requirements or demands.

Supervisory and Management Responsibility: There are no supervisory responsibilities.

Minimum Qualifications:
Bachelor's degree in management information systems, Network Communications, or a related field preferred; supplemented by three to five years of progressively responsible experience in network administration; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must have a Georgia's Drivers License.

Specific License or Certification Required: Possession and maintenance of the following certifications or licensures is preferred: Microsoft Certified Expert, Network+, and Cisco Certified Network Associate Certifications.

Job Title: IT Technician/Help Desk

PG 107: Min: $41,811.39 Mid: $53,309.53 Max: $64,807.66

Job Summary: This position is responsible for maintaining the daily operations of and provides user support for desktop computing, including all associated peripherals, computer hardware, software, and cellphones. Work is performed under the general supervision of the IT Director.

Position Classification: This is a non-exempt level position.

Essential Job Functions:

- Provides primary help desk support; proactively monitors and manages the Helpdesk ticketing system.
- Provides day to day support for users, hardware and software within the city at multiple sites. Ensures network, PC hardware, software and peripherals are maintained.
- Maintains and troubleshoots workstations and applications. Sets up new computers (workstations and laptops), mobile devices, tablets, cell phones, printers, scanners, copiers, projectors, and other assorted hardware, software, and network devices. Performs maintenance and upgrades. Images and reimages PCs as needed for deployment.
- Maintains security and protection of systems with standard AV and Malware protection. Monitors and removes threats
- Assists with the maintenance of VoIP telephone systems.
- Provides troubleshooting, problem analysis assistance, and instruction to City staff with computer and other IT equipment problems.
- Maintains the City's information technology inventory, monitors hardware, warranty and support information, software programs and licensing compliance.
- Troubleshoots and configures the user's printing environment.
- Assign user IDs, access cards and monitoring security hardware and communications.
- Perform other related duties as necessary.

Knowledge Required by the Position:

- Various Windows operating systems and alternate operating systems such as Mac, IOS, or other
- Microsoft Office, database concepts, multimedia applications.
- Standard business applications such as financial management applications, Adobe PDF and Document management systems.
- Security software such as Enterprise Antivirus software.
- Help desk support and ticketing software.
- Basic network services, including DNS, TCPIP, WINS, DHCP, and World Wide Web.
- PC Imaging software.
- VoIP systems and telephone device maintenance.
- Basic teaching and training techniques.
- Work collaboratively and effectively with various departments.
- Excellent customer service skills and a positive attitude.

Supervisory Controls: None

Guidelines: Guidelines include City and departmental policies and procedures. These guidelines

Job Title: IT Technician/Help Desk (continued)

require sound judgment and interpretation in application.

Complexity: The work consists of a variety of administrative and technical duties.

Personal Contacts: Contacts are typically with the City Manager, Mayor, co-workers, vendors, other City employees and the general public.

Purpose of Contacts: Contacts are typically to give and exchange information and provide services.

Physical Demands: Work is typically performed with the employee sitting, standing, bending, crouching, crawling, or kneeling. The employee must occasionally lift light and heavy objects and use tools that require a high degree of dexterity.

Work Environment: Incumbent works in a safe and secure work environment that may periodically have unpredicted requirements or demands.

Supervisory and Management Responsibility: There are no supervisory responsibilities.

Minimum Qualifications:
Requires an associate degree in Computer Science; and two (2) years of work experience in related field; equivalent combination of education and experience.

Job Title: Risk Management Specialist

PG: 112 Min: $55,425.22 Mid: $70,667.15 Max: $85,909.08

Job Summary: This is the main point of contact for the risk management programs within Human Resources. This is an essential position that will analyze potential financial exposures; develops, implements, and monitors the adjustment of liability, subrogation, and property loss issues, and assist in development presentations to communicate risk management policies. Assists with negotiating insurance contracts and financing programs for liability, workers compensation, and diverse multi-location properties; monitors the performance of internal and outsourced claims services. Coordinates city-wide safety programs, Workers' compensation administration, Family Medical Leave (FMLA), vehicle/property and general liability insurance programs, and training. Assists departments with specific safety related issues pertinent to their operations; ensures compliance with all federal, state, and local regulations; ensures regulatory changes that may affect City operations are disseminated and provides recommendations and monitors compliance. Responsible for ensuring City compliance with the safety and health standards promulgated by the Occupation Safety & Health Administration (OSHA) Office.

Class Characteristics: This is the full-performance exempt classification level.

Major Duties:

- Participate in the development and implementation of the Department's new or revised risk management programs, systems, procedures, and methods of operation.
- Assists departmental safety representatives, employees and management in understanding safety regulations, standards, and proper reporting.
- Oversees periodically safety and loss prevention audits and inspections; evaluates city facilities to detect existing or potential accident and health hazards to lessen city liability in lawsuits and injuries to employees and citizens.
- Assists departments with recommendation of corrective action or preventive measures, safety policies, procedures and practices; assists in developing and implementing policies and procedures; provides assistance in eliminating or minimizing losses with all operating departments.
- Oversees the Workers' Compensation programs. Works with departments and the insurance carrier in reducing the lost time on workers compensation.

- Participate in the annual renewal negotiations with workers compensation and insurance liability policies, as needed.
- Develop and coordinate city-wide safety training programs.
- Administers and coordinates the City's Alcohol/Drug Testing and Employee Assistance Program in compliance with established policies.
- Oversees, develops, implements, and provides guidance on workers compensation, vehicle, property and general accident/incident claims processing.
- Overviews city accident statistics and makes recommendations for correction of problem areas.
- Interpret personnel policies and procedures; respond to requests for information and assistance from employees, management, outside agencies and the public.
- Prepare claims reports, and other required correspondence; perform necessary research, data collection and analysis.
- Identifies, develops training policies and coordinates training programs (i.e., seat belts & defensive driving) and seminars for employees, supervisors and managers of city departments. Schedules training activities and notifies attendees of the date (s), times and place. Prepares a bi-monthly training report which includes topics, costs and number of attendees participating.
- Compiles and updates the safety manual and safety files.

- Assist the HR Manager in compliance with requirements of Family & Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), Occupational Safety & Health Administration (OSHA), Consolidated Omnibus Budget Reconciliation Act (COBRA), Health Insurance Portability & Accountability Act (HIPAA), and all other applicable federal, state, and local policies, procedures, laws, rules, regulations, and standards: ensures compliance of human resources programs with record keeping, reporting, and other regulatory requirements; initiates any actions necessary to correct deviations or violations; researches/reviews employment laws and legislative updates to maintain compliance and clarify issues.
  - Assists the HR Manager in managing services provided by contracted vendors: obtaining competitive insurance quotes for all insurances to include ordering loss reports, review proposals specifications, completion of applications for new policies, and canceling old policies, recommends and/or selects vendors; ensures proper administration of programs by vendors; monitors quality of work and ensures compliance with terms of contracts.

Job Title: Risk Management Manager (continued)

- Coordinate assigned activities with those of other departments and outside agencies and organization; respond to requests for information and advice City departments, outside agencies, and the general public on City personnel rules and regulations.
- Participate in special projects i.e., Safety Committees, Safety Training Programs, etc.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Maintain prompt and regular attendance.
- Perform any other tasks or functions deemed necessary to the daily operations of the city.

Knowledge, Skills and Abilities:

- Requires extensive knowledge of the principles, practices, and legal requirements associated with safety/risk management and with administration of various human resources programs.
- Requires extensive knowledge of state/federal laws affecting safety/risk and human resources management operations of local governments; requires thorough knowledge of loss prevention and safety/training programs, workers compensation, insurance coverages to include self-funding and fully funded programs.
- Requires through knowledge of methods and practices of employment drug testing (state/federal laws); requires knowledge of the principles of management, budget administration, and supervision.
- Must have the ability to comprehend, interpret, explain, and apply applicable laws, regulations, policies, and procedures.
- Requires the ability to function in a managerial capacity for a division or organizational unit; includes the ability to make decisions on procedural and technical levels; requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.
- Requires the ability to exercise judgment, decisiveness and creativity in situations involving broader aspects of organizational programs and operations, moderately unstable situations, or the direction, control and planning of an entire program or set of programs.

- Skilled in using a variety of computer programs Microsoft Word; Excel, PowerPoint, Outlook for administrative functions.

Supervisory Controls: Supervises and administers the Safety/Risk Management Program for the city. The work of this position is under the general supervision, direction and approval of the Human Resources Manager.

Guidelines: Guidelines include City and departmental manuals, policies and procedures.

Complexity: The work consists of administrative duties.

Personal Contacts: Contacts are typically with co-workers, vendors and the general public.

Purpose of Contacts: Contacts typically occur in order to give and exchange information and provide services.

Physical Demands: This work is performed indoors in an office setting and involves occasional moderate lifting (25 lbs.) and occasional use of equipment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment: The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may enable individuals with disabilities to perform the essential functions.

Supervisory and Management Responsibility: None.

Minimum Qualifications: Associate degree from an accredited college or university, or a Degree in Public or Business Administration, Safety/Risk Management, Human Resource Management, or closely related field required, Bachelor's degree preferred; and Minimum of four years (4) to (6) years of work experience in risk management, human resources, workers compensation or a closely related field; and Must possess or be able to obtain a Certified Workers' Compensation Professional (CWCP) Certification, and Associates in Risk Management for Public Entities (ARM-P) within established time frame.

Job Title: Permit/License Manager

PG: 115 Min: $66,973.06 Mid: $84,165.71 Max: $102,458.24

Job Summary: The purpose of this classification is to manage the daily operations of the Permits and License Divisions of Community Development. Responsibilities include intake, review, and issuance of Building Permits, Mechanical Permits, Electrical Permits, Plumbing Permits, Certificates of Occupancy, Occupational Tax Certificates (Business License), Alcohol Licenses, and Special Event Licenses, etc. Works as the Division's liaison to Planning and Zoning, Commercial Plans Review, Building Inspections, and Geographic Information System (GIS) staff to ensure that permitting and license data entry and processing are conducted efficiently, accurately and in accordance with SOPs. Work is performed under general supervision of the Director of Community Development.

Position Classification: This is an exempt level position.

Essential Job Functions:

- Manages, directs, and evaluates assigned staff, processing employee concerns and problems, manages and directs work, counsels, recommend disciplinary action, and complete employee performance appraisals; provides training and guidance for new staff on system operations; resolves work-place issues before escalating to Director.

- Coordinates daily work activities; organizes, prioritizes, and assigns work; monitors status of work in progress and inspects completed work; conducts staff meetings; consults with assigned staff, assists with complex/problem situations, and provides technical expertise. Coach and mentor division managers & employees to ensure they have the necessary knowledge and skills to perform their jobs.

- Serves as liaison between department management and other departments, customers and/or employees; responds to questions regarding department activities and services; explains policies and procedures, operations, and follows up to obtain additional information. Assists department employees with permit/license computer software application.

- Assists department administration with budget related activities; reviews monthly financial reports; provides information on past budgets and expenditures for us in developing budget proposals and retrieves and reports information on expenditures and current fund balances.

- Performs administrative functions associated with department operations; assists in developing
  policies and procedures for the department.

- Manages and assists with issuance of permits for commercial/residential construction projects; issues building/electrical/HVAC/plumbing permits, issues house moving permits, house moving performance bonds, and lot clean up bonds; issues temporary utility permits; maintains monthly permit reports.

- Manages and performs customer service functions in person and via telephone;

provides information and assistance related to codes, licenses, renewals, procedures, fees, forms, or other issues; responds to questions, complaints or requests for service from contractors, builders, developers, citizens, and other individuals; research problems and initiate resolutions problems and initiates problem resolution.

- Reviews permit and license applications/system intake for accuracy/completeness; discusses permit applications with contractors/customers; verifies proper business licensure; calculates permit and business license fees; requests refunds as appropriate.

- Supervises and assists with collection and verification of alcohol excise taxes, alcohol sales taxes, hotel/motel room taxes, and banking/savings occupational licenses.

- Supervises and performs customer service functions in person and by telephone; resolves unusual/difficult problems and/or complaints involving contractors, builders, or the general public; provides information and assistance related to licenses, permits, permit applications, review procedures, inspections, utility approvals, fees, or other issues; research problems and initiates problem resolution.

- Manages and works with senior inspection staff to ensure timely flow of permits concerning inspections and any problem situations; assists with inspection requests and schedule.

- Assists with ensuring that final inspections are recorded into computer; verifies final approvals; prepares final inspection approvals; releases approvals to utility companies.

- Generates and maintains various monthly/yearly financial, performance, business license, permits, sales/excise tax reports; prepares/completes various forms, reports, correspondence, budget recommendations, certificate of occupancy or other documents.

- Interprets/applies County business license, alcohol license, hotel/motel, sales/excise tax codes; interprets/applies SIC or NAICS classification codes and international code council codes; establish licensing procedures or other applicable codes to ensure proper issuance of licenses and permits.

- Receives various forms, reports, correspondence, time sheets, job applications, subdivision plats, permit applications, business licenses, lot plat surveys, subcontractor forms, construction plans, septic tank permits, grading permits, fire marshal inspection reports, zoning maps, policies, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.
- Consults with departments and outside agencies to determine various types of information needed and coordinates to generate and share data.

- Assists in Designing permits/license workflow improvements, modifies permit/license job types, prepares operational/policy instructions, and trains employees on the modified systems and procedures.

- Serves as contact person for the general public requesting County data; supports GIS data entry and documentation needs.

- Analyzes permit/license data spatially and determine how to best display the information using

  GIS. Analyzes geographic relationships among varying types of building permit and business license data. Maintains file system of departmental records; prepares departmental files.

- Manages/reviews financial data for accuracy, completeness, and adherence to the cash handling procedures; verify daily revenue intake; analyze financial data for areas of concern, improvement, etc. Maintain and tract daily, weekly, monthly, and yearly revenue target goals.

- Operates system software to enter, retrieve, review, or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, database, or other software programs.

- Maintains inventory of department supplies; stocks and arranges supplies; initiates requests for new/replacement materials.

- Answers the telephone; provides information and assistance; takes/relays messages or directs calls to appropriate personnel; returns calls as necessary; responds to requests for service or assistance.

- Communicates with supervisor, employees, other departments, contractors, developers, engineers, customers, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, resolve problems, or give/receive advice/direction.

- Performs other related duties as required.

KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to think comprehensively and propose new processes, applications, or services.

- Ability to interpret, analyze report to be used for resource and workload management. Excellent writing and communications skills.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Sensory Requirements: Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

MINIMUM QUALIFICATIONS

Bachelor's degree in Business Administration, Public Administration, Accounting, or closely related field; supplemented by three (3) years previous experience and/or training that includes supervision, knowledge of business license/building permit processing; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain valid Georgia Appointment of Notary Public certification.

SYC 2022
BUDGET PROPOSAL

Presented By Ericka Harvey

First Quarter Georgia Cities Summit March Madness Adopt - A -Road

During the first quarter the SYC attended Georgia Cities Summit, Hosted a Basketball Tournament promoting college readiness and Adopted its first road in a Stockbridge.

Second Quarter SYC Leadership Retreat

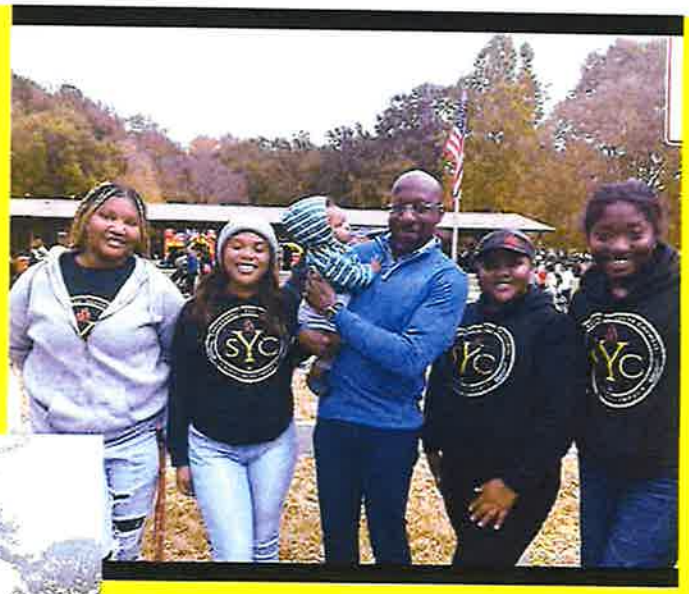
The second quarter was dedicated to Leadership development and team building. The SYC hosted a Leadership Retreat. The purpose of the retreat was to introduce the SYC to our community leaders and to give them a look at the work done at City Hall. It was also a day for them to be pagers at the State Capital. During the retreat the SYC discussed current calendar items, characteristics of good leaders, the importance of working together for community impact and future program goals.

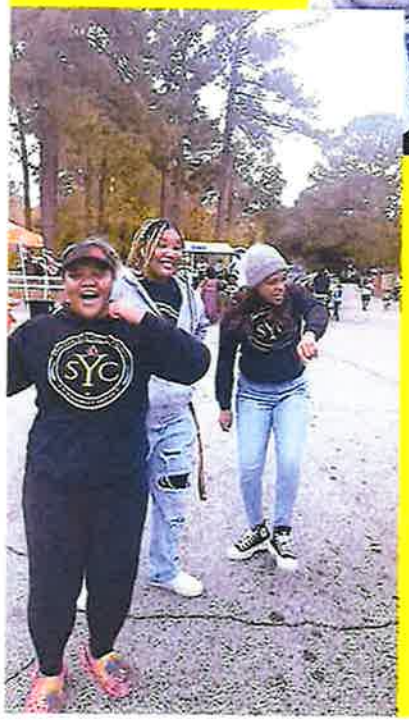
Third Quarter
Back 2 School Drive

During the third quarter the SYC purchased school supplies and participated in the fill the bus school supply drive. This event and initiatives like this provided supplies and backpacks to hundreds of families in and around our community.

Fourth Quarter Fall Festival Needy Individual Service Project

During the Fourth Quarter the SYC purchased treats/supplies and had the pleasure of serving the community at the Fall Festival. Items were also purchased for a needy individual service project scheduled for the close of the year.





2023 Calendar

The proposed calendar for 2023 will continue to focus on student development and community impact. The calendar will have a combination of community events, service projects, increased governmental literacy opportunities and trainings.

STOCKBRIDGE YOUTH COUNCIL
2023 CALENDAR

Each student is required to obtain 30 community service hours per year
Regularly Scheduled Meetings will be held the 2nd Wednesday of every month @ 5:30pm.

Quarter 1 January/February/March

- Retreat - Team Building
- Beautification
- Literacy Day
- City Event- Community Service
- Georgia Cities Summit

Quarter 2 April/May

- College Tour
- Beautification
- STEM Day- Community Service- City Event
- Senior Banquet

June & July Summer Break! We encourage you to obtain your community service hours if you can.

Quarter 3 August/September/October

- Retreat - Leadership
- Beautification
- Voters Registration Awareness - Bridgefest
- Community Forum - State of the City
- Modern Art Expo

Quarter 4 November/December

- Beautification
- HCPS partnership
- City Event - Community Service
- Job/Business Fair

GMA YOUTH SYMPOSIUM TBD
*Fundraiser Opportunities *(bridgefest)

Budget Proposal

Outlined is the proposed budget for 2023.

Stockbridge Youth Council 2023Budget

Meals/Snacks	$1,500
Lodging	$2,500
Training	$4,000
Advertisement	$600
Transportation	$1,360
Office Supplies	$360
Personnel	$480
Apparel	$1,260
Beautification	$600
Special Events	$7,840
Misc	$1,000
Total——	$21,500

City of Stockbridge

AGENDA ITEM

MEETING DATE

November 14, 2022

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

FUNDING SOURCE

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

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Brecca Carter, Director and Ryan Anderson, Chief Planner.

DEPARTMENT: Community Development.

ITEM/PROJECT/EVENT:

Consider an Annexation request (AX-2022-01) by S3 Capital Investments, LLC, represented by Battle Law, to annex property at 2125 Highway 42 North, with 20 +/- acres, into the City to allow for an independent living/age-restricted residential development. The existing Southern Crescent Rehabilitation and Retirement Center would remain, and 100 new independent living/age-restricted residential units would be constructed. The property would be combined with an adjacent parcel to the north, at Highway 42 North and Technology Parkway (in the City), where 176 units would be constructed.

BACKGROUND INFORMATION:

Companion Applications—1) CP-2022-02 to request a change in the land use designations of both parcels to 'High-Density Residential'; and 2) RZ-2022-02 to request the rezoning of both parcels to PUD.

Proposed Development—Existing facility plus 276 new independent living, age-restricted, attached and detached residential units on two parcels, with 42.01 +/- acres.

Staff & Planning Commission Recommendation—Approval of AX-2022-01 at August 25, 2002 P.C. Meeting.

Henry County Government (B.O.C.) Action—Denial.

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER ___N/A_____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes

City of Stockbridge

4640 North Henry Blvd. Stockbridge, GA 30281

City Hall: (770) 389-7900 Fax (770) 389-7912

Greetings Potential City of Stockbridge Resident and / or Property Owner.

We thank you for taking the next steps of bringing your property into the City limits of Stockbridge. We have attached the necessary Annexation Petitions (100% and 60% Methods). Please complete the sections titled “Annexation Parcels” and “Applicant or Primary Point of Contact” on both pages 3 and 4 of the enclosed documents.

City Staff will assist in the completion of the remaining sections. All original

signatures should be mailed back to the city at the following address:

Attn: Brecca R. Carter

Director of Community Service

4640 North Henry Blvd

Stockbridge, GA 30336

We are excited to have you join our City of Stockbridge family! Please contact me directly if you have questions at planning@cityofstockbridge-ga.gov or 770-389-7900.

We are looking forward to hearing from you.

All the best,

Director of Community Development

CITY OF STOCKBRIDGE | ANNEXATION CHECKLIST

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

☒ **NON-REFUNDABLE APPLICATION FEE - $300.00**

Payment: Check or Money Order Payable to the City of Stockbridge.

☒ **APPLICATION FORM**

Two Original (2) Copies: Complete and signed with original signatures.

☒ **PETITION FOR ANNEXATION**

Two (2) Original Copies: The Annexation Petitions must be notarized and signed by the owner or authorized applicant. (The petition for the 60% Method must clearly indicate if the applicant is an elector or a landowner.)

☒ **CONSENT OF OWNER(S)**

Original: If the property owner does not sign the application and/or petition, submit a notarized affidavit signifying the approval or consent of all owners. (An affidavit form is attached.) Use additional affidavits, if necessary, for multiple owners.

☒ **PLAT OF SURVEY AND/OR LEGAL DESCRIPTION**

Original and One (1) copy - Submit an accurate, as-built survey showing all improvements on the site, to scale. The survey must be completed by a registered surveyor and must be reproducible. If a photocopy is submitted, the original seal must be visible and the survey must still be to scale. The survey must not be more the 1 year old.

☒ **VERIFIED LEGAL DESCRIPTION FORM**

Original and One (1) Copy - Submit one original, signed copy of the verified legal description form and 1 copy. Forms should be typed and include acreage. If the legal description does not fit on one form, additional forms shall be used and numbered accordingly.

ANNEXATION METHOD

100% Methodology

1. We, the undersigned, all owners of all real property of the territory described herein respectfully request that the City Council annex this territory into the City of Stockbridge, Georgia, and extend the city boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of the City of Stockbridge, Georgia, and the description of such territory is as follows:

ANNEXATION PARCELS

Parcel ID#:	Address:	Print Name:	Signature:	Date:
071-01034012	2125 Highway 42 North McDonough, GA 30253	Southern Crescent Rehab & Retirement Co Inc		2-21-22

An additional list for parcels and signatures is attached.

APPLICANT OR PRIMARY POINT OF CONTACT

Name S3 Capital Investments, LLC

Address 2125 Highway 42 North McDonough, GA 30253

Phone # 678-565-7710

Email kelsawi@sctbi.com

ATTORNEY

Name Battle Law, P.C.

Address 3562 Habersham at Northlake Building J, Suite 100 Tucker, GA 30084

Phone # 404-601-7616

Email mlb@battlelawpc.com

UTILITIES

	Existing	Proposed
Water	Henry County Water Authority	Henry County Water Authority
Sewer	Henry County	Henry County
Fire/ EMS	Henry County	Henry County
Police	Henry County	City of Stockbridge
Electricity	Georgia Power	Georgia Power

PROPOSED DEVELOPMENT

Location Address: 2125 Highway 42 North McDonough, GA 30253

Present Zoning: MU

Proposed Zoning: PUD

Proposed Use of the Property (attach additional sheets if necessary): proposed age-restricted residential development

ATTACH LEGAL DESCRIPTION

CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name:
Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North McDonough, GA 30253 and Highway 42 Near Technology Parkway

Telephone: (678) 565-7710 Email: kelsawi@sctbi.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: _____ Date: 2/20/22

Personally appeared before me,

_____

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Tessa J. Davis
Notary Public

February 20, 2022
Date

(Affix Seal Here)

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Print

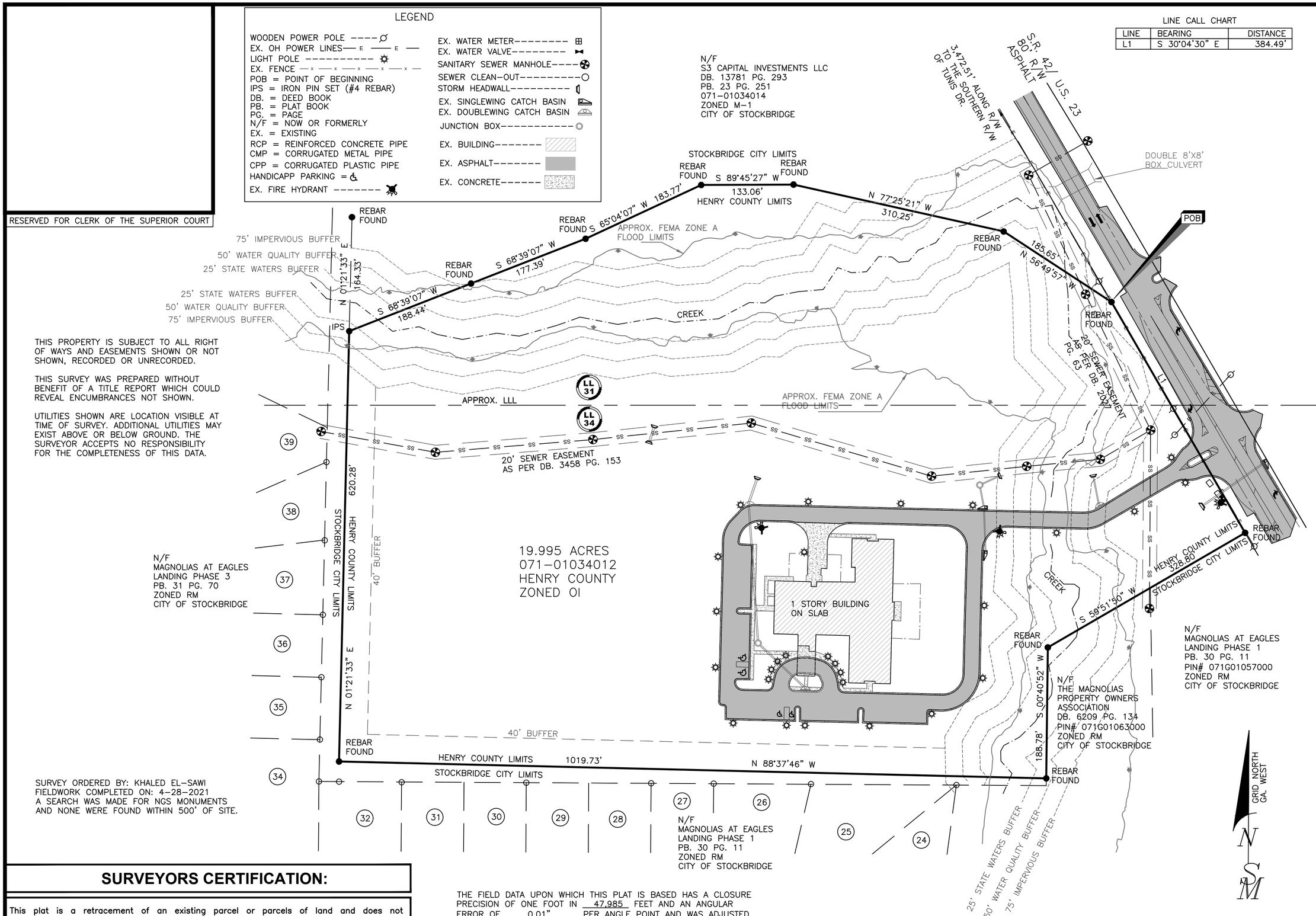
RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

WOODEN POWER POLE
EX. OH POWER LINES
LIGHT POLE
EX. FENCE
POB = POINT OF BEGINNING
IPS = IRON PIN SET (#4 REBAR)
DB. = DEED BOOK
PB. = PLAT BOOK
PG. = PAGE
N/F = NOW OR FORMERLY
EX. = EXISTING
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
HANDICAPP PARKING
EX. FIRE HYDRANT
EX. WATER METER
EX. WATER VALVE
SANITARY SEWER MANHOLE
SEWER CLEAN-OUT
STORM HEADWALL
EX. SINGLEWING CATCH BASIN
EX. DOUBLEWING CATCH BASIN
JUNCTION BOX
EX. BUILDING
EX. ASPHALT
EX. CONCRETE

LINE CALL CHART

LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L MILLER

T L Miller 4-29-2021
Tim L. Miller GA. RLS # 3150 Date:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK---- 50'
REAR SETBACK ---- 20'
SIDE SETBACK: ---- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA

0' 100' 200' 300'
GRAPHIC SCALE = FEET

SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www."sibleysurveying.com"
*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY:	TLM
SCALE:	1" = 100'
DATE:	04/29/2021

SHEET: 1 OF 1

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid $110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

TOM L. LANE NOTARY PUBLIC COBB COUNTY, GEORGIA

My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST CHURCH, INC.

By: _____ (SEAL)
James David McMenimen, Chairman
(President)

By: _____ (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

BEGINNING at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence proceeding along the Southwestern right-of-way line of S.R. 42/U.S. 23 in a Southeasterly direction and following the curvature thereof to the right along the arc of a curve to the left of a chord having been subtended a distance of 527.58 feet to a point, said arc having a radius of 70,788.22 feet and said chord having a bearing and distance of South 31 degrees 06 minutes 07 seconds East 527.58 feet; thence continuing along said right-of-way line South 30 degrees 04 minutes 50 seconds East 221.42 feet to a ½" R.R. found; thence leaving said right-of-way line North 56 degrees 46 minutes 58 seconds West 185.53 feet to a ½" R.R. found; thence proceeding North 77 degrees 25 minutes 46 seconds West 310.32 feet to a ½" R.R. found; thence proceeding South 89 degrees 44 minutes 18 seconds West 133.15 feet to a point; thence proceeding South 65 degrees 03 minutes 09 seconds West 183.81 feet to a ½" R.R. found; thence proceeding South 68 degrees 42 minutes 10 seconds West 177.27 feet to a point; thence proceeding South 68 degrees 48 minutes 50 seconds West 188.03 feet to a point; thence proceeding North 01 degree 21 minutes 34 seconds East 163.77 feet to an iron pin set; thence proceeding North 64 degrees 51 minutes 15 seconds West 109.25 feet to a ½" R.R. found; thence proceeding North 23 degrees 24 minutes 14 seconds East 71.99 feet to a ½" R.R. found; thence proceeding North 59 degrees 55 minutes 51 seconds East 320.47 feet to a ½" R.R. found; thence proceeding South 30 degrees 04 minutes 09 seconds East 138.00 feet to an iron pin set; thence proceeding North 59 degrees 55 minutes 51 seconds East 113.17 feet to an iron pin set; thence proceeding North 30 degrees 02 minutes 01 second West 100.14 feet to a ½" R.R. found; thence proceeding North 59 degrees 56 minutes 54 seconds East 447.09 feet to an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S.23, said iron pin being the POINT OF BEGINNING.

(Auction #JDA30-7102)

STATEMENT OF INTENT

And

Other Material Required by the City of Stockbridge, Georgia
Zoning Ordinance
For

Applications for Comprehensive Plan Amendment and
Rezoning pursuant to the City of Stockbridge Zoning
Ordinance

Of

S3 Capital Investments, LLC.,
For

+/- 20.0 acres of
Land Being all of

Parcel Nos. 071-01034012
Being in the
City of Stockbridge

Submitted for Applicant by:

Michèle L. Battle
Battle Law, P.C.
3562 Habersham at Northlake,
Building J, Suite 100 Tucker,
Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com

S3 Capital Investments, LLC. (the “Applicant”) is seeking to annex and rezone property in Henry County located at 2125 Highway 42 North, McDonough, GA. 30253. This property is approved for a mixture of 100 attached and detached age-restricted single-family homes to serve as housing for the patients of Southern Crescent Traumatic Brain Injury Center and bears the parcel number

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONTITUTIONAL RIGHTS

The portions of the 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 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 Stockbridge City Council to amend the annex 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 and conditional use permit 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 annexation, land use amendment and/or Rezoning and Conditional Use Permit 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 annexation, land use amendment and/or Rezoning and Conditional Use Permit 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.

MLB

Michele L. Battle, Esq.
Attorney for the Applicant

TO: Mayor and City Council, City of Stockbridge

FROM: Linda Logan, Senior Planner

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 10, 2022

SUBJECT: **Annexation Case #AX-2022-01** for Property at 2125 Highway 42 North within unincorporated Henry County

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I. PURPOSE

Consider a petition to annex 22.01 +/- acres of land at **2125 HIGHWAY 42 NORTH** within unincorporated Henry County, located in Land Lot 31+ of District 7, and comprising Parcel #071-01034012. The application by S3 Capital Investments, LLC, is represented by Battle Law, P.C., as part of a development proposal to include Parcel #071-01034014 within the Stockbridge City Limits at Highway 42 North and Technology Parkway).

II. BACKGROUND DATA TABLE

Proposed Development	Age-restricted residential development.
Site Address	2125 Highway 42 North, across from Summit View Drive.
Parcel Identification	Parcel #071-01034012.
Parcel Acreage	20.01 +/- acres.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	N/A
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	N/A
Current Use	Southern Crescent Rehabilitation &

	Retirement Center.
Surrounding Land Uses	• North—Vacant land. • South and West—Magnolias @ Eagles Landing Subdivision. • East—Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

III. OTHER FINDINGS OF FACT

1. The applicant had submitted a letter which requested the deferral of this application from the July 28, 2022, Planning Commission meeting and the August 8, 2022 City Council meeting. The Staff recommended the deferral of this case, and AX-2022-01 was subsequently deferred at both meetings.

2. The applicant has also applied for a Comprehensive Plan Amendment (CP-2022-02) and a rezoning of the property (RZ-2022-02).

3. The applicant seeks to combine the subject property with Parcel # 071-01034014 to the north, within the Stockbridge City Limits, for which a Recombination Plat application will be required.

4. A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.

5. This property was previously rezoned by the Henry County Board of Commissioners on July 20, 2021, via Rezoning Case #RZ-21-18 and Resolution #21-135, from 'OI' (Off-Institutional) to 'MU' (Mixed-Use), with twenty-four (24) Zoning Conditions. The City of Stockbridge's Community Development Department has identified nineteen (19) of them which are applicable to the proposed development, and which comply with the City's Unified Development Code (UDC).

IV. PROJECT DESCRIPTION

The applicant requests the annexation of the subject property at 2125 Highway 42 North (Tract 1) as part of an independent living residential development proposal, which would include the adjacent property to the north. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, as well as the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. The adjacent parcel (Tract 2), which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

To allow for the proposed development, the applicant has also applied for a rezoning of the subject property (from Henry County's 'MU' (Mixed Use) to the City's 'PUD' (Planned

Unit Development), as well as a change in the property's land use designation (from Henry County's 'MIX' (Mixed Use) to the City's 'High-Density Residential'. Further, the applicant would need to apply for a Recombination Plat to combine the two parcels.

The applicant's submitted Conceptual Site Plan shows that three accesses would be provided into the proposed development. These include the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; a new entrance off Highway 42 North, across from Glenmore Lane; and the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond.

The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

The companion rezoning application states that the applicant will be submitting a proposed list of conditions for adoption, but such list has not yet been received by Community Development.

V. MAPS AND ILLUSTRATIONS TO FOLLOW:

A. Aerial Photograph

B. Boundary Survey

C. Henry County Zoning Map

D. City of Stockbridge Zoning Map

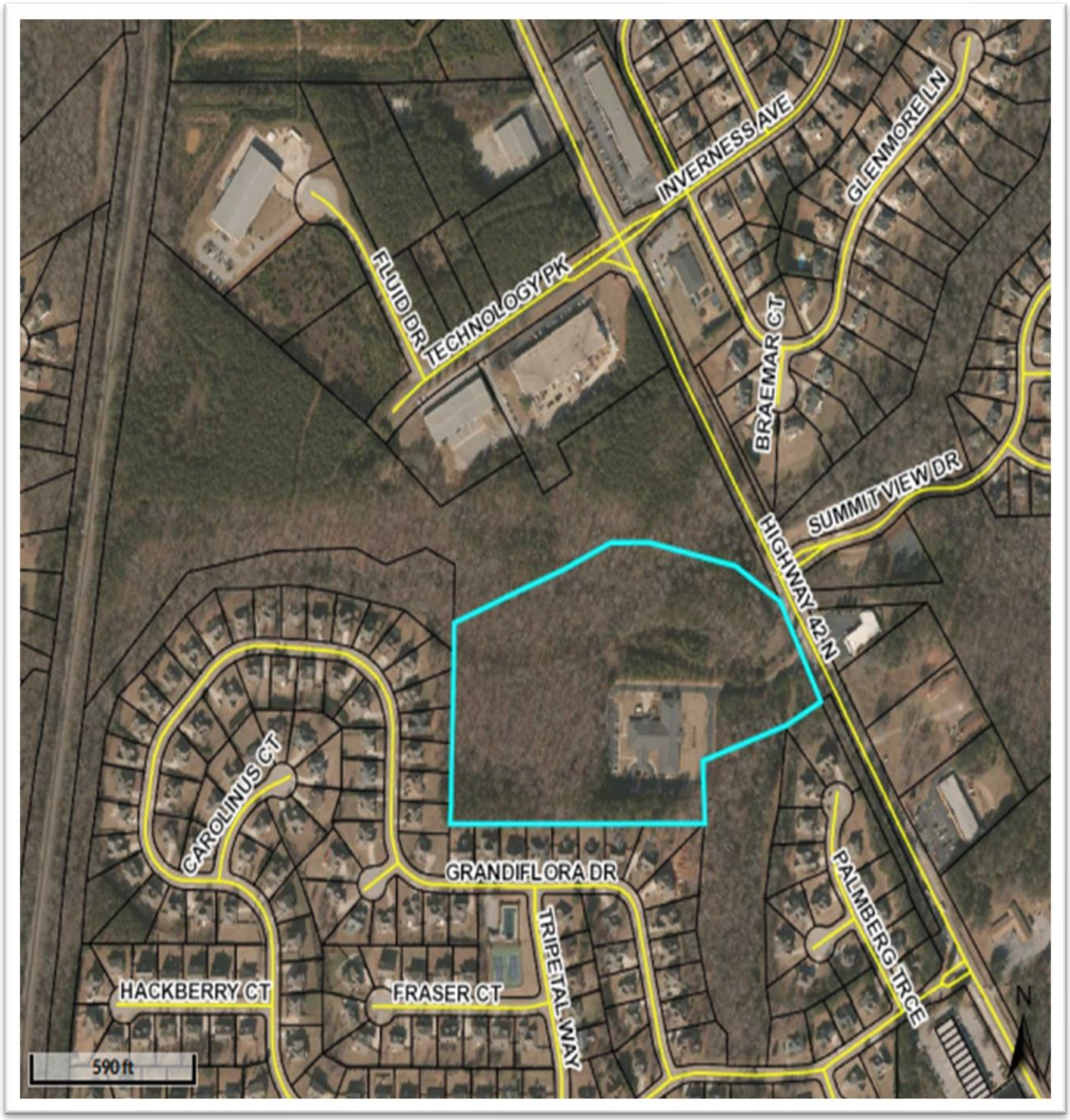
E. Henry County Land Use Designation Map

F. Conceptual Site Plan

G. Rendering

A. AERIAL PHOTOGRAPH

Subject Property:
2125 Highway 42 North
Parcel #071-01034012
a.k.a. "Tract 1"



B. BOUNDARY SURVEY

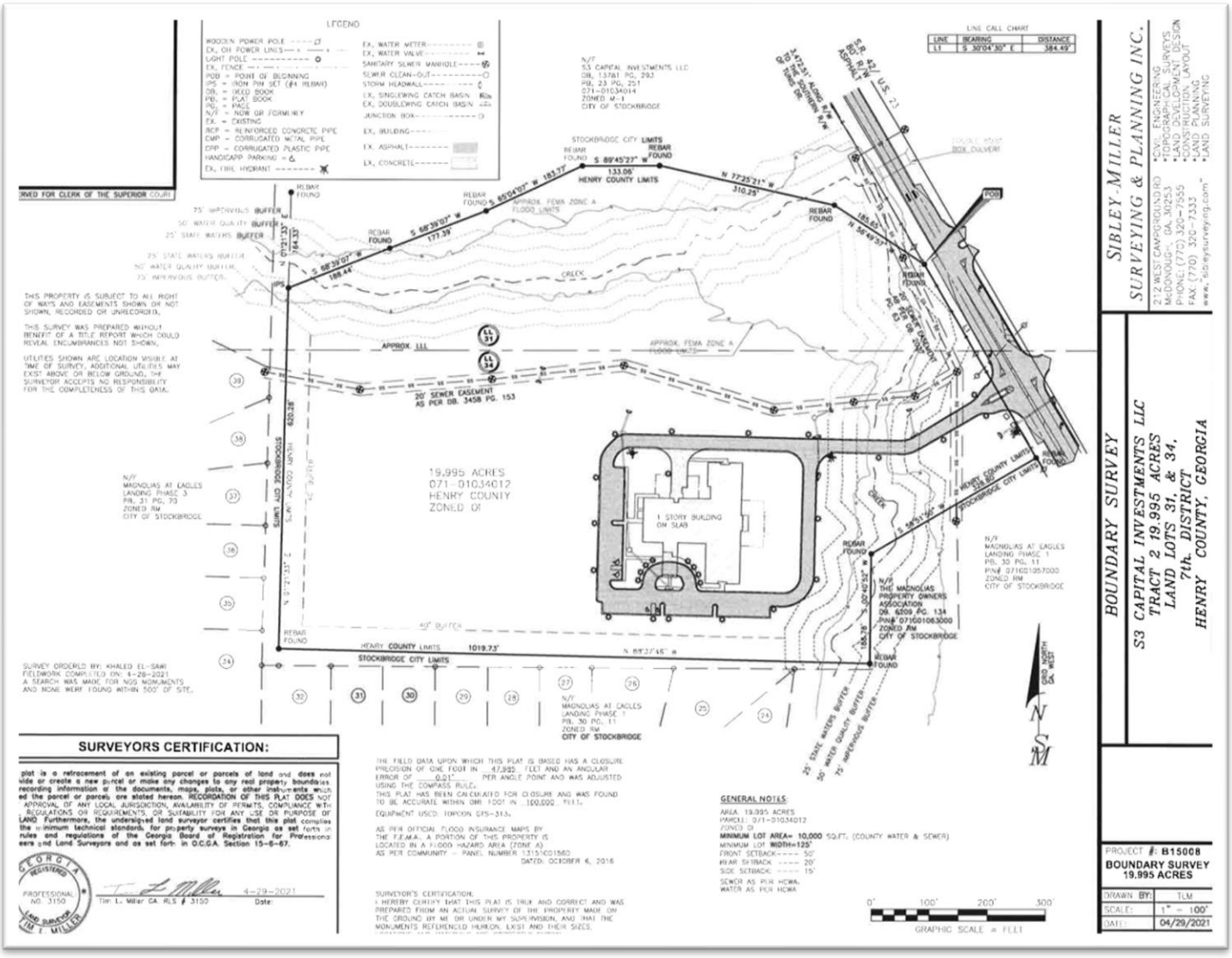
Subject Property:

2125 Highway 42 North

Parcel #071-01034012

a.k.a. "Tract 1"

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



C. HENRY COUNTY ZONING MAP

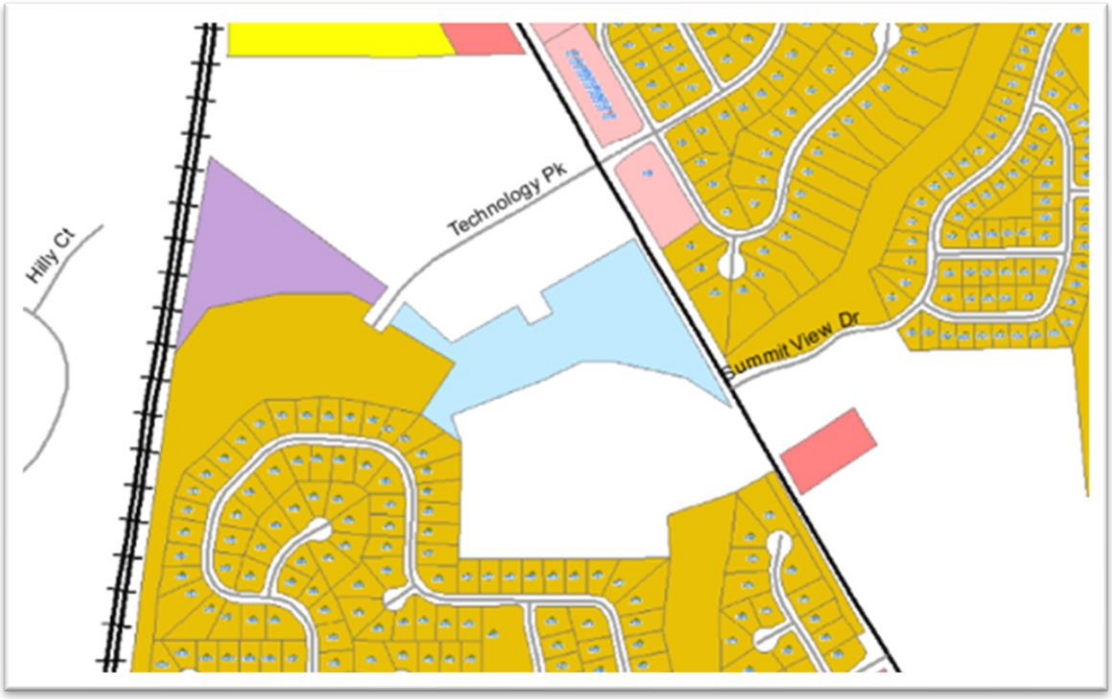
From the Henry County Tax Assessors' Office

The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).

D. CITY OF STOCKBRIDGE ZONING MAP (Excerpts)

Legend:

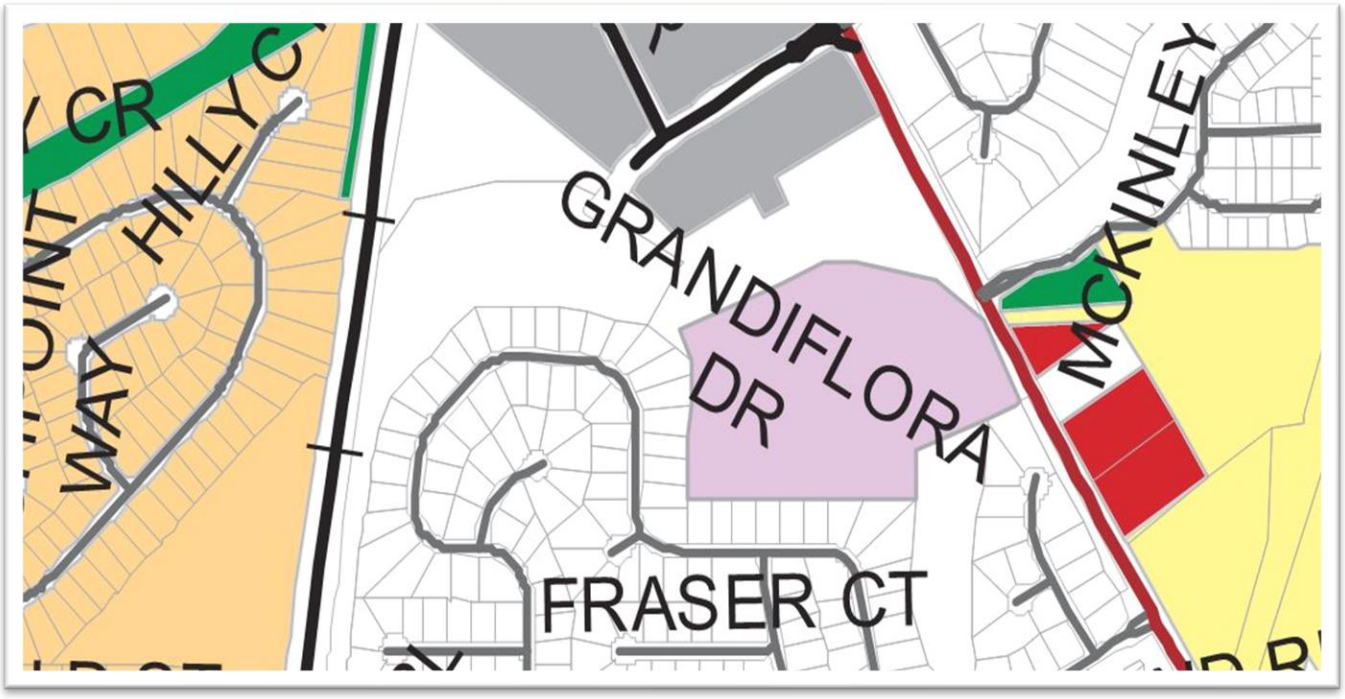
Main Road – Highway 42 North
Lavender – LI (Light Industrial)
Light Blue – OI (Office-Institutional)
Gold – MFR (Multiple Family Residential)
Gold area to the west and south -- Magnolias at Eagles Landing Subdivision
Gold area to the east -- Highlands at Eagles Landing Subdivision &
Summit at Eagles Landing Subdivision
Light Pink – C-1 (Neighborhood Commercial)
Medium Pink – C-2 (General Commercial)
Yellow – SR (Suburban Residential)
White – Located outside of the City



E. HENRY COUNTY LAND USE DESIGNATION MAP

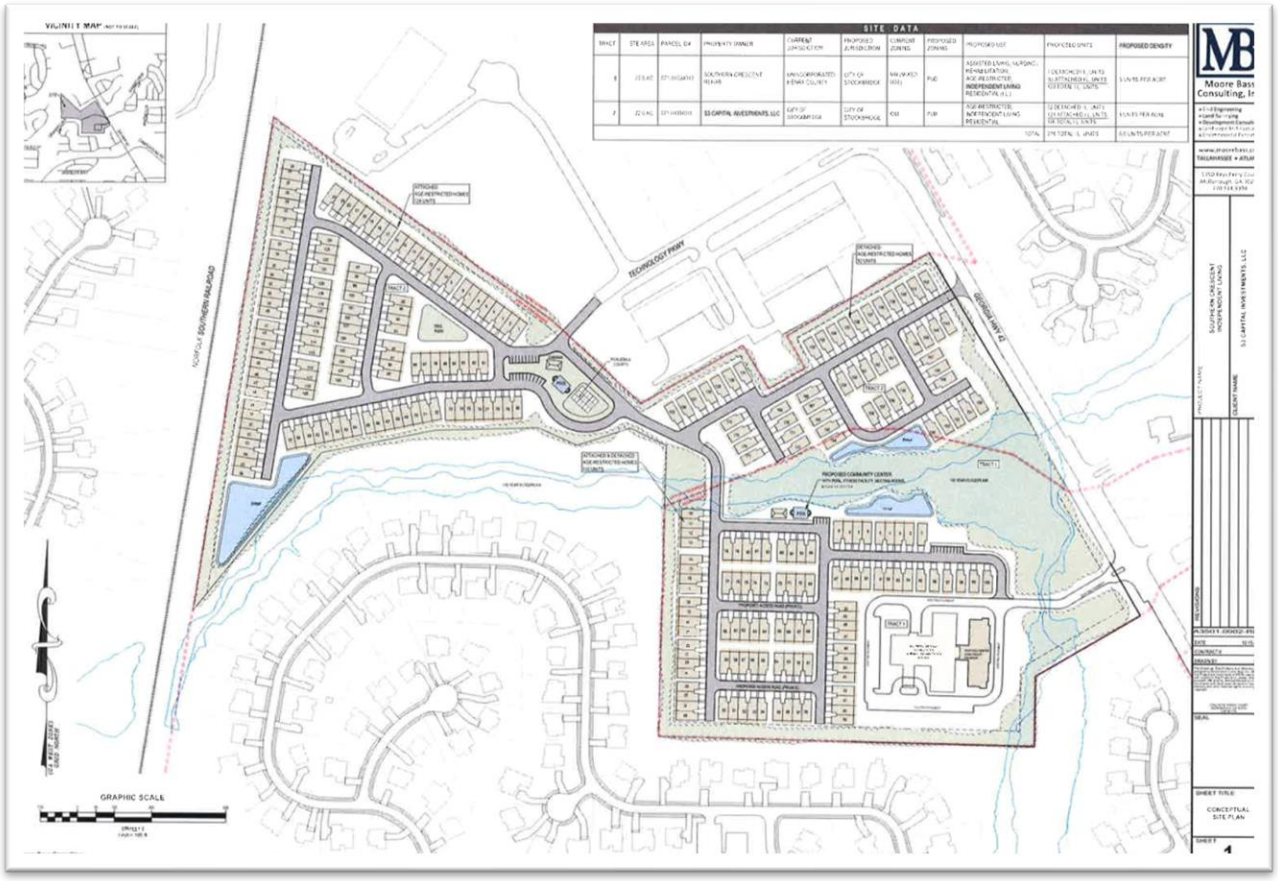
From the Henry County Comprehensive Plan

The subject property (a.k.a. “Tract 1”) is shown in the lavender color on the map below. It has a future land use designation of ‘MIX’ (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



F. CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



G. RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.

V. ANALYSIS OF REQUEST

The applicant requests a **petition for annexation** under the City of Stockbridge Unified Development Code, Section 9.8**.** The Planning Commission and the City Council shall consider the following standards in considering any proposal that would result in a change to the text or map of this UDC, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal.

1. ***Is the subject property contiguous to the existing corporate limits with at least one-eighth of the aggregate external boundaries coinciding? Contiguous means-- abuts the municipal limits, or is separated by a street, river or railroad-type of right-of-way, or city land, or land owned by some other political subdivision, or lands, or lands owned by the state.***

   Yes. The subject property is contiguous with Parcel #071-01034014 to the north, which would be combined with the subject property to form the overall proposed development.

2. ***Describe what method (100%, 60% or Referendum and Resolution) the applicant is utilizing for the proposed annexation.***

   The 100% Method would be used.

3. ***Is any part of the subject property being proposed for annexation [located] within the boundary of another municipal corporation or county?***

   Yes. It is located within Henry County.

4. ***Is any part of the subject property receiving municipal services from any entity other than the city proposing annexation?***

   Yes. Water and sewer services are provided by the Henry County Water Authority. Fire and EMS services are provided by Henry County. Electricity is provided by Georgia Power Company. Police services are provided by Henry County.

5. ***Is the subject property for the proposed annexation being developed for urban purposes-- defined as a minimum of two people per acre?***

   Yes. The applicant proposes to maintain the existing rehabilitation and rehabilitation facility, and to construct 100 “independent living” units on the subject property.

6. ***Is the proposed annexation consistent with the Comprehensive Plan?***

   No. The subject property has a Henry County land use designation of ‘MIX’ (Mixed-Use). The adjacent Tract 2 to the north, which would be combined with the subject

property for the proposed development, has a dual land use designation of 'Low-Density Residential' and 'Light Industrial'. Although the applicant's proposed Comprehensive Plan Amendment of the subject property to 'High-Density Residential' would not be compatible with these designations, the applicant also seeks to change the land use designations of Tract 2 to 'High-Density Residential'.

7. ***Does the proposed annexed property share a common zoning classification with the adjoining City property as described in Section 9.8 of the Unified Development Code?***

   No. However, the applicant seeks to rezone both properties to 'PUD' (Planned Unit Development).

8. ***Potential positive effects of the proposed annexation on the character of the proposed zoning district, a particular piece of property, neighborhood, a particular area, or community.***

   As part of the proposed development, the developer would maintain the existing Southern Crescent Rehabilitation & Rehabilitation Center. Since many of the proposed residential units would be located to the rear of this facility or at the end of Technology Parkway, they may not be visible from Highway 42 North.

9. ***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 subject property is already developed with the existing Southern Crescent Rehabilitation & Retirement Center. The Conceptual Site Plan shows the presence of a stream, which would be traversed by a proposed internal street. A large open space area would be designated along the stream, which should be preserved.

10. ***The impact upon adjacent property owners should the request be granted.***

    To the south and west of the subject property lies The Magnolias at Eagles Landing Subdivision, which appears to be fully developed. The proposed residential units would be near the lots in that subdivision, but a significant buffer is shown on the site plan. It may be prudent for the developer to also install a fence along the perimeter of the property.

11. ***The potential impact of the annexation on City infrastructure including water and sewage system.***

    A letter from the Henry County Water Authority, dated May 23, 2022, stated that water service, sewage treatment, and sewer line capacity are all available for the subject property. However, it further states that the proposed site plan would be "in conflict" with an existing 8-inch sewer line, and that the sewer would need to be relocated at the developer's expense. In addition, an easement would be required to

access the sewer line from Highway 42 North.

12. ***The impact of the proposed annexation on adjacent thoroughfares and pedestrian and vehicular circulation and traffic volumes.***

The City's Fire Marshal reviewed the Conceptual Site Plan. He was pleased that an additional access would be provided off Highway 42 North, and he did not identify any issues with the proposed internal traffic circulation.

Regarding the new access to be provided from Highway 42 North across from Glenmore Lane, it is recommended that a deceleration lane be added.

Traffic from the residential units to be constructed at the end of Technology Parkway would use the same intersection on Highway 42 North as traffic from the Highlands at Eagles Landing Subdivision to the east. The developer should coordinate with Georgia DOT officials to determine whether any intersection improvements would be needed.

Summary of Impacts / Concerns

Code Compliance	Property's zoning and land use designation are not compatible, but applicant has requested a rezoning and Comprehensive Plan amendment.
Police Department	To be served by Stockbridge Police Department.
Fire Marshal	Acceptable access and internal circulation.
Water and Sewer	Available water service, sewage treatment, and sewer line capacity, but developer would need to relocate the existing sewer line and obtain an easement.
Building	N/A
Traffic	Would bring additional traffic to the intersection of Highway 42 North / Technology Parkway / Inverness Avenue.
Environmental Conditions	Developer would need to coordinate with City engineers and other environmental officials regarding a bridge crossing over the stream, and the protection of sensitive floodplain areas.

VI. CONCLUSIONS

1. **<u>Reasonableness of Requested Annexation --</u>** The proposed annexation is reasonable in view of the following:

a. The applicant's plans to include the subject parcel with the adjacent parcel for a proposed independent living/age-restricted development traversing both parcels;

b. The surrounding land uses and conditions; and

c. The satisfactory findings of the twelve (12) Analysis criteria above.

2. **Needed Zoning Conditions --** It would be appropriate to require nineteen (19) of the twenty-four (24) Zoning Conditions that were required by Henry County in the RZ-21-18 rezoning approval of this property last year, which comply with the City's UDC, and which are suitable for the proposed development on the subject property.

VII. STAFF RECOMMENDATION

The Community Development Staff recommends **APPROVAL WITH CONDITIONS** for the proposed annexation of the subject property at 2125 Highway 42 North into the Stockbridge City Limits, conditioned upon the following nineteen (19) Zoning Conditions:

1. The uses of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.

2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and they shall have a deceleration lane and an acceleration taper which are designed and constructed to Henry County DOT's standards.

3. All disturbed areas shall be sodded, except where landscaping is present or installed.

4. The residential portion of the development shall consist of cluster single-family attached and detached units only. The total number of dwelling units shall be limited to one hundred (100). Compliance with zoning conditions and development standards may further limit the number of dwelling units.

5. An on-site amenity package shall be provided, and it shall consist of at least the following:

   a. A Community Center which includes, at a minimum, a fitness facility, a meeting room, and a business center.
   b. Two (2) cabanas.
   c. Two (2) swimming pools.
   d. Two (2) outdoor recreation areas, including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.

6. The Community Center shall be completed prior to the issuance of the fiftieth (50^{th}) building permit of a single-family attached or detached dwelling unit.

7. The residential portion of the development shall comply with Section 3.2.35 of the City's Unified Development Code (UDC) regarding the provision of single-family senior adult housing.

8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.

9. Any approved development permit shall be limited to a maximum of sixty (60) dwelling units until the proposed access point to the north, as depicted on the RZ-21-18 rezoning site plan, dated April 9, 2021, is designed and constructed to the standards of Henry County DOT and the City of Stockbridge, and it connects to an already-existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution, or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.

10. The subject property shall not, at any time, be developed as a traditional single-family and/or multifamily residential development (even if it is age-marketed or age-targeted), or any other type of residential community that does not require each single-family attached or detached unit to house an individual who requires a level of care that is provided by the assisted living facility.

11. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners / operators of the existing rehabilitation center and/or assisted living facility at the subject property, which is currently Southern Crescent Rehab & Retirement Co., Inc., as per current public tax records.

12. A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to Georgia DOT of the site's existing access, per Georgia DOT's requirements. The developer/owner shall be responsible to provide all of the indicated improvements that are required by the City of Stockbridge Unified Development Code (UDC).

13. The dwelling units shall have a minimum of 1,200 square feet, with a running minimum average of 1,800 square feet.

14. The dwelling units shall be Craftsman style, as approved by the Community Development Department, and they shall have a water table that is at least three (3) feet high, consisting of brick or similar materials.

15. Each dwelling unit shall have a garage. Garages shall be setback by a minimum of twelve inches (12”) from the front dripline of the home. Greater than 50 percent of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding that is complimentary to the exterior of the homes.

16. An adequate number of dwelling units shall be reserved for those leaving the care of assisted living, who are needing transitional living arrangements.

17. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a fence that is four (4) feet high, at a minimum, and shall be included in the common area to be maintained by the HOA.

18. An HOA shall be required, and it shall maintain the common areas and building exteriors.

19. Interior sidewalks shall be a minimum of eight (8) feet wide. Exterior sidewalks along Highway 42 shall be a minimum often (10) feet wide.

Presentation For AX-2022-01:

Annexation Request for the Proposed

"Southern Crescent" Mixed Residential

Development

At 2125 Highway 42 North

Presented To:

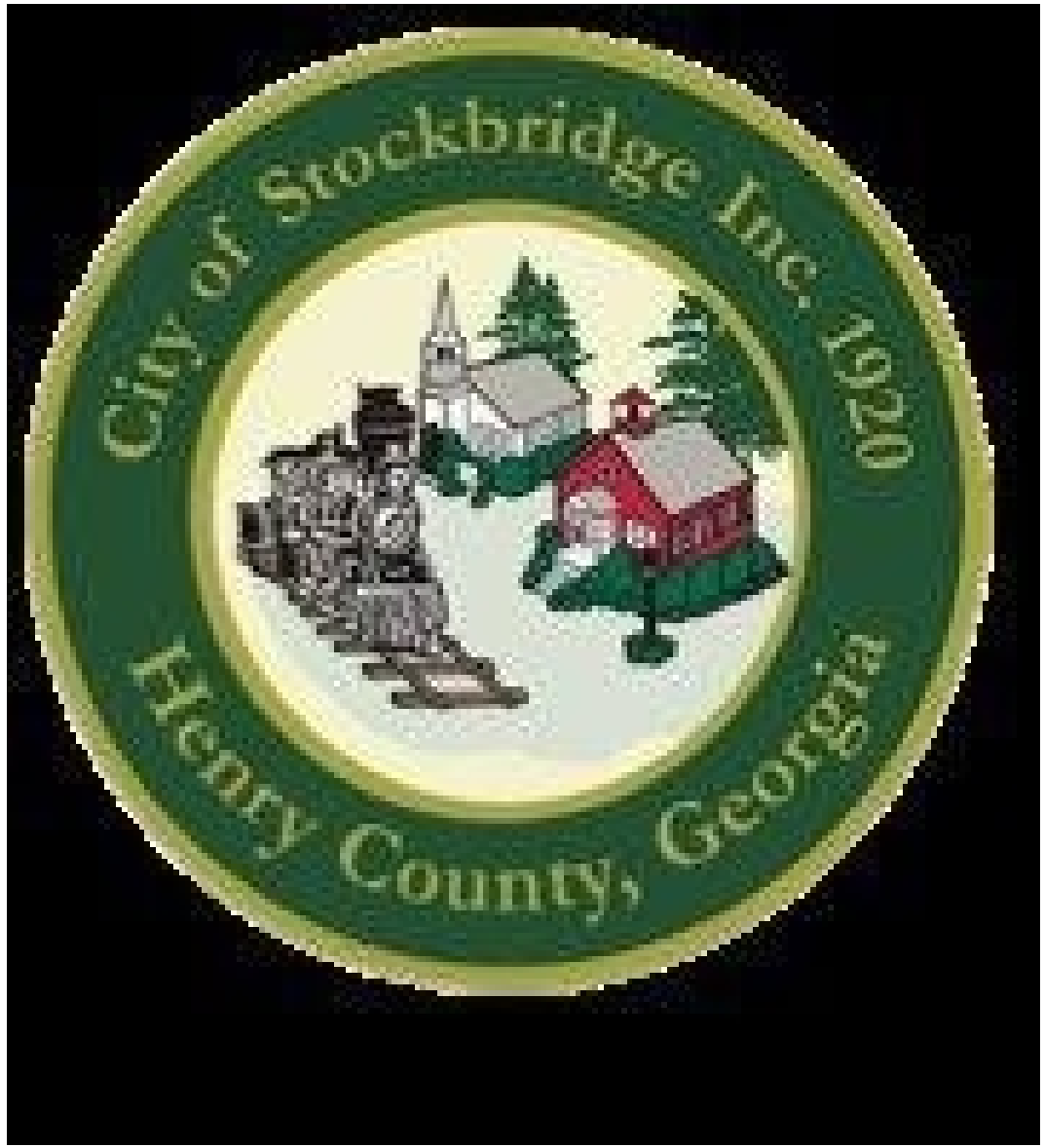
Planning Commission – August 25, 2022

City Council – October 10, 2022

By:

City of Stockbridge Community Development Department,

Planning and Zoning Division

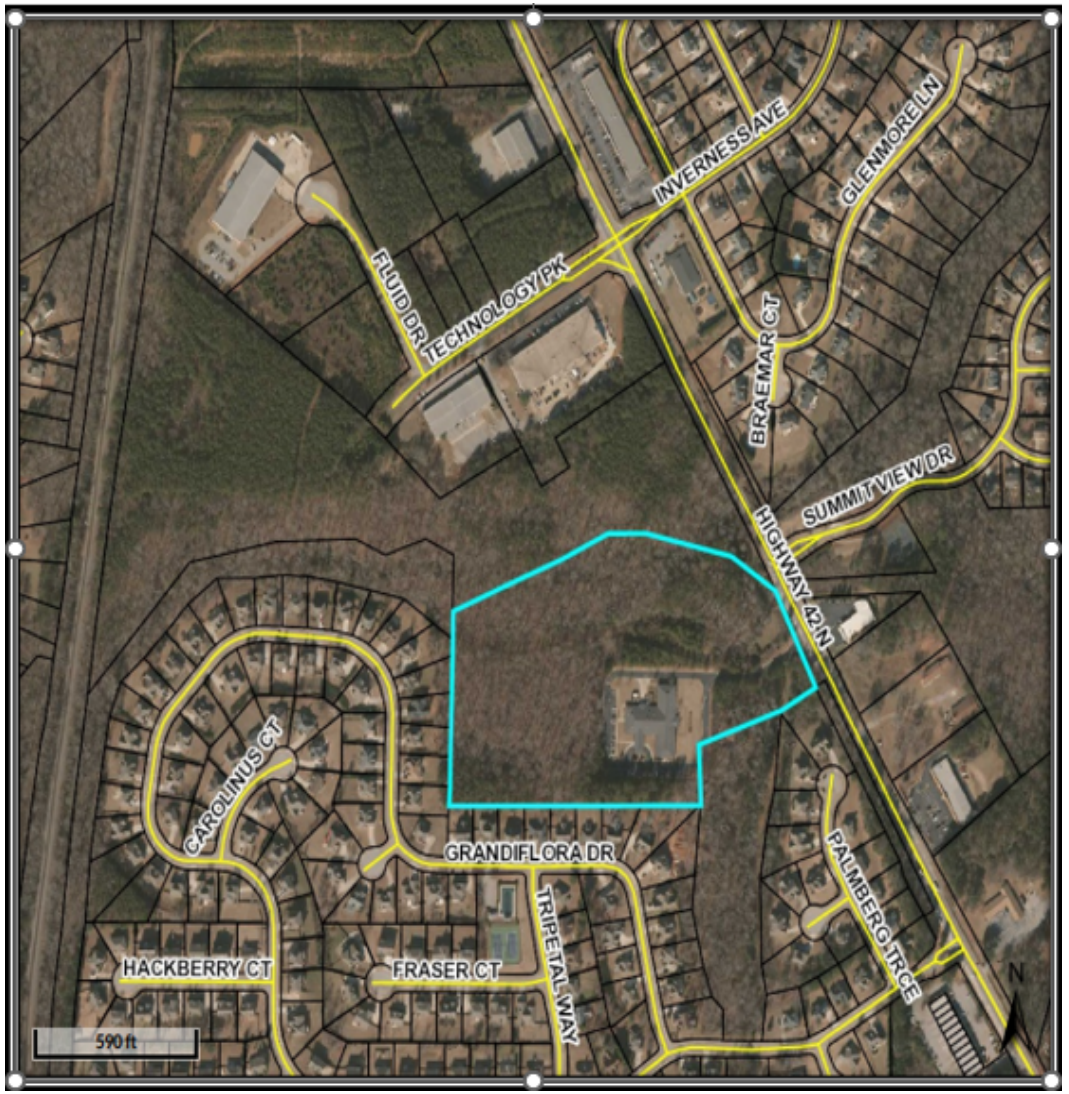


AERIAL PHOTOGRAPH OF SUBJECT PROPERTY:

Outside the City; to Be Annexed

Parcel #071-01034012 at 2125 Highway 42 North

With 20.00 +/- Acres



PURPOSE

APPLICANT'S REQUEST -- Consider a petition to annex 22.01 +/- acres of land at 2125 Highway 42 North within unincorporated Henry County, located in Land Lot 31+ of District 7, and comprising Parcel #071-01034012.

The application by S3 Capital Investments, LLC, is represented by Battle Law, P.C., as part of a development proposal to include Parcel #071-01034014 within the Stockbridge City Limits at Highway 42 North and Technology Parkway.

BACKGROUND INFORMATION

CATEGORY	FINDINGS
Proposed Development	Independent living / age-restricted residential development.
Site Address	1225 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Parcel #071-01034012 in unincorporated Henry County.
Parcel Acreage	20.01 +/- acres.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	N/A
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	N/A
Current Use	Southern Crescent Rehabilitation & Retirement Center.
Surrounding Land Uses	~ North—Vacant land. ~ South and West—Magnolias at Eagles Landing Subdivision. ~ East—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

PROJECT DESCRIPTION

Proposed Development -- Independent living / age-restricted residential development proposal, to include both parcels. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, and the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. Tract 2, which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

Companion Applications – To allow for the proposed development, the applicant has also applied for a Rezoning of the subject property via RZ-2022-02, from Henry County's 'MU' (Mixed Use) to the City's 'PUD' (Planned Unit Development); as well as a Comprehensive Plan Amendment via CP-2022-02, to change the property's land use designation from Henry County's 'MIX' (Mixed Use) to the City's 'High-Density Residential'. Further, the applicant would need to apply for a Recombination Plat to combine the two parcels.

Applicant's Conceptual Site Plan -- Shows that three accesses would be provided into the proposed development: 1) the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; 2) a new entrance off Highway 42 North, across from Glenmore Lane; and 3) the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Amenities -- Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond.

Rendering -- The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

OTHER FINDINGS OF FACT

1. **Companion Applications--The applicant has also applied for a Comprehensive Plan Amendment (CP-2022-02) and a rezoning of the property (RZ-2022-02).**

2. **Combination of Two Parcels--The applicant seeks to combine the subject property with Parcel # 071-01034014 to the north, within the Stockbridge City Limits, for which a Recombination Plat application will be required.**

3. **Existing Stream Between Parcels--A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.**

4. **Previous Henry County Rezoning—The property was rezoned by Henry County last year (Case #RZ-21-18 on 7/20/21) from 'OI' (Office-Institutional) to 'MU' (Mixed-Use), with twenty-four (24) Zoning Conditions. The Stockbridge Community Development Department has identified nineteen (19) of them which are applicable to the proposed development, and which comply with the City's Unified Development Code (UDC).**

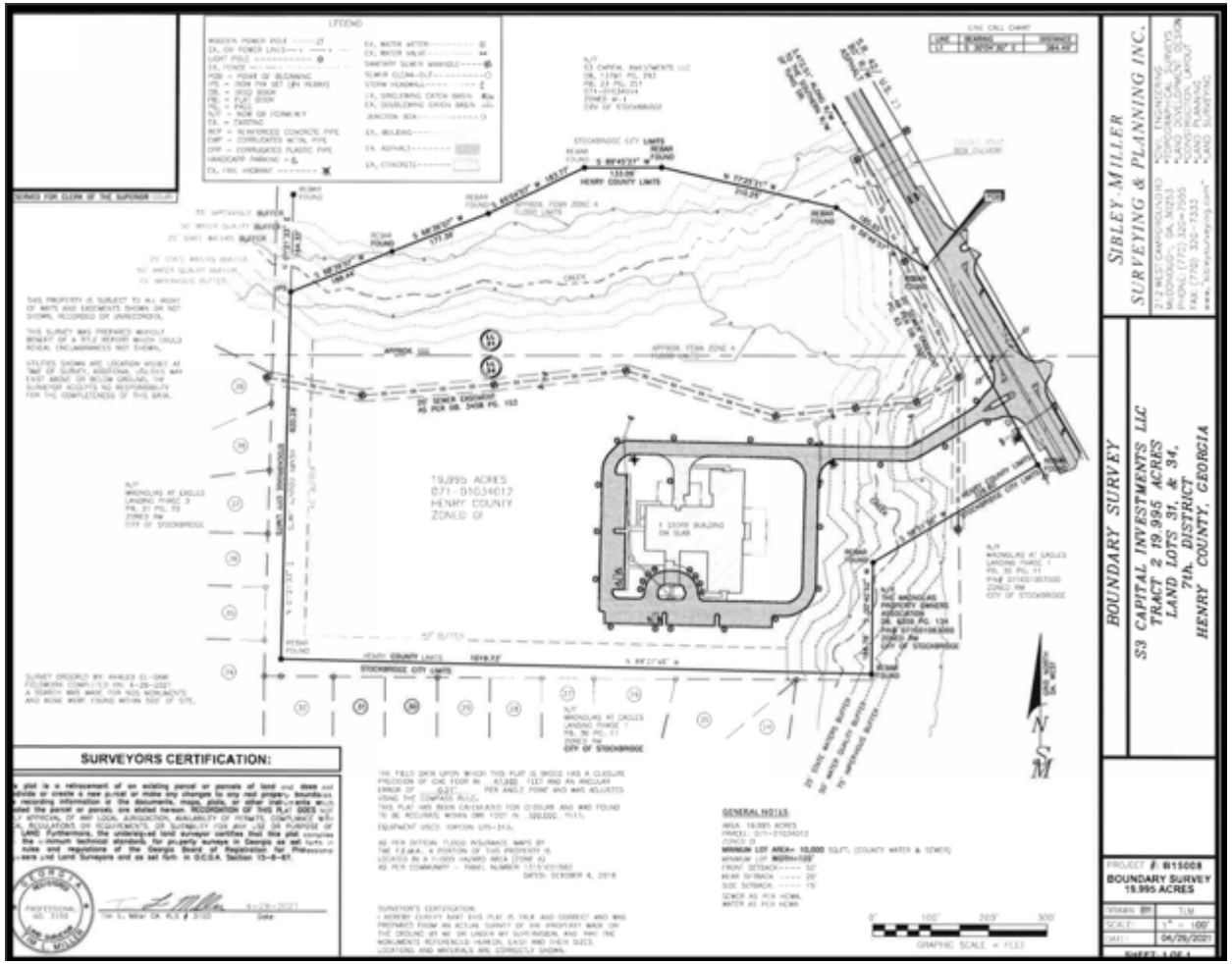
BOUNDARY SURVEY

Subject Property:

2125 Highway 42 NorthParcel #071-01034012

a.k.a. “Tract 1”

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



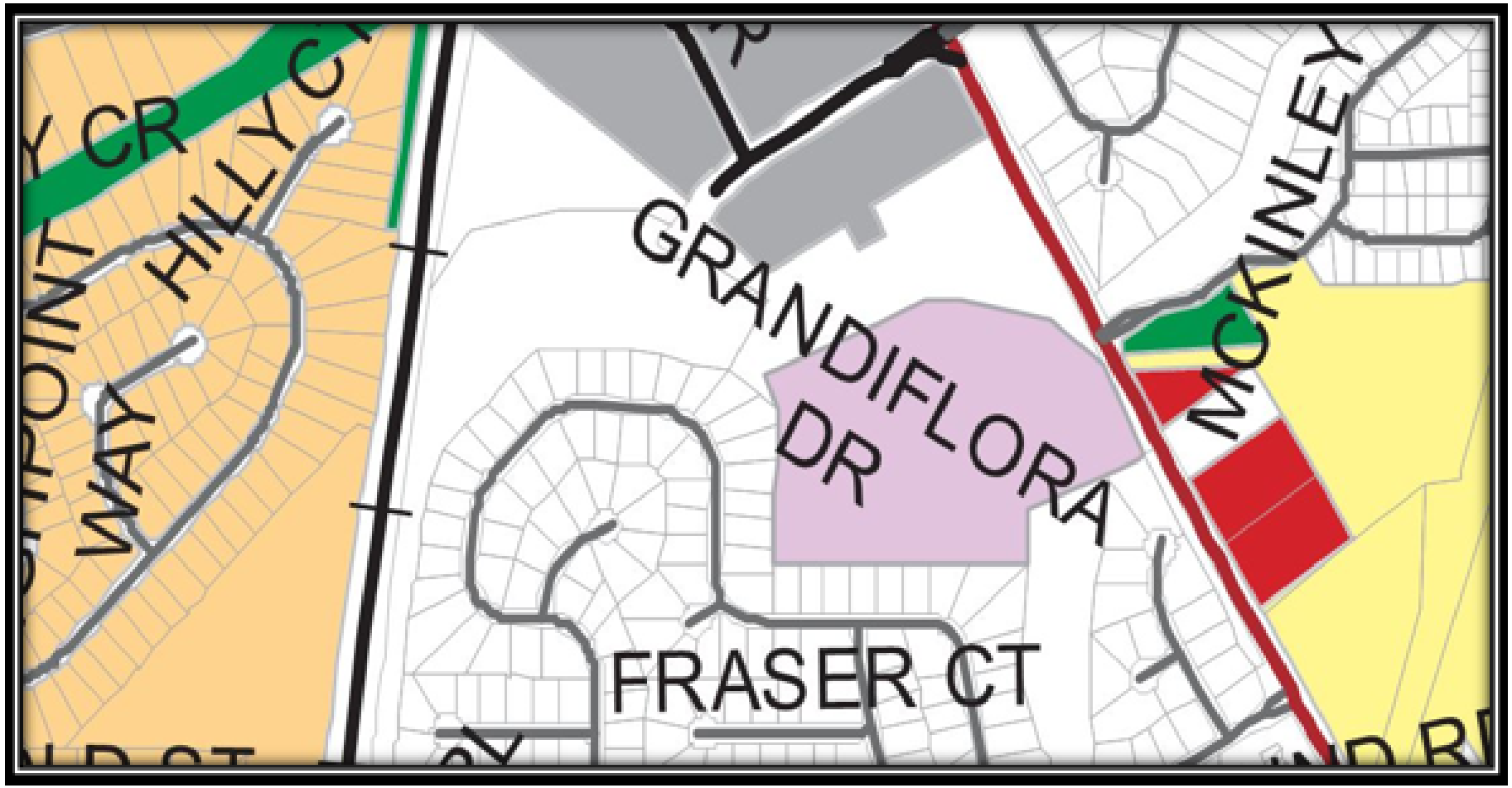
HENRY COUNTY ZONING MAP

The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).

HENRY COUNTY LAND USE DESIGNATION MAP

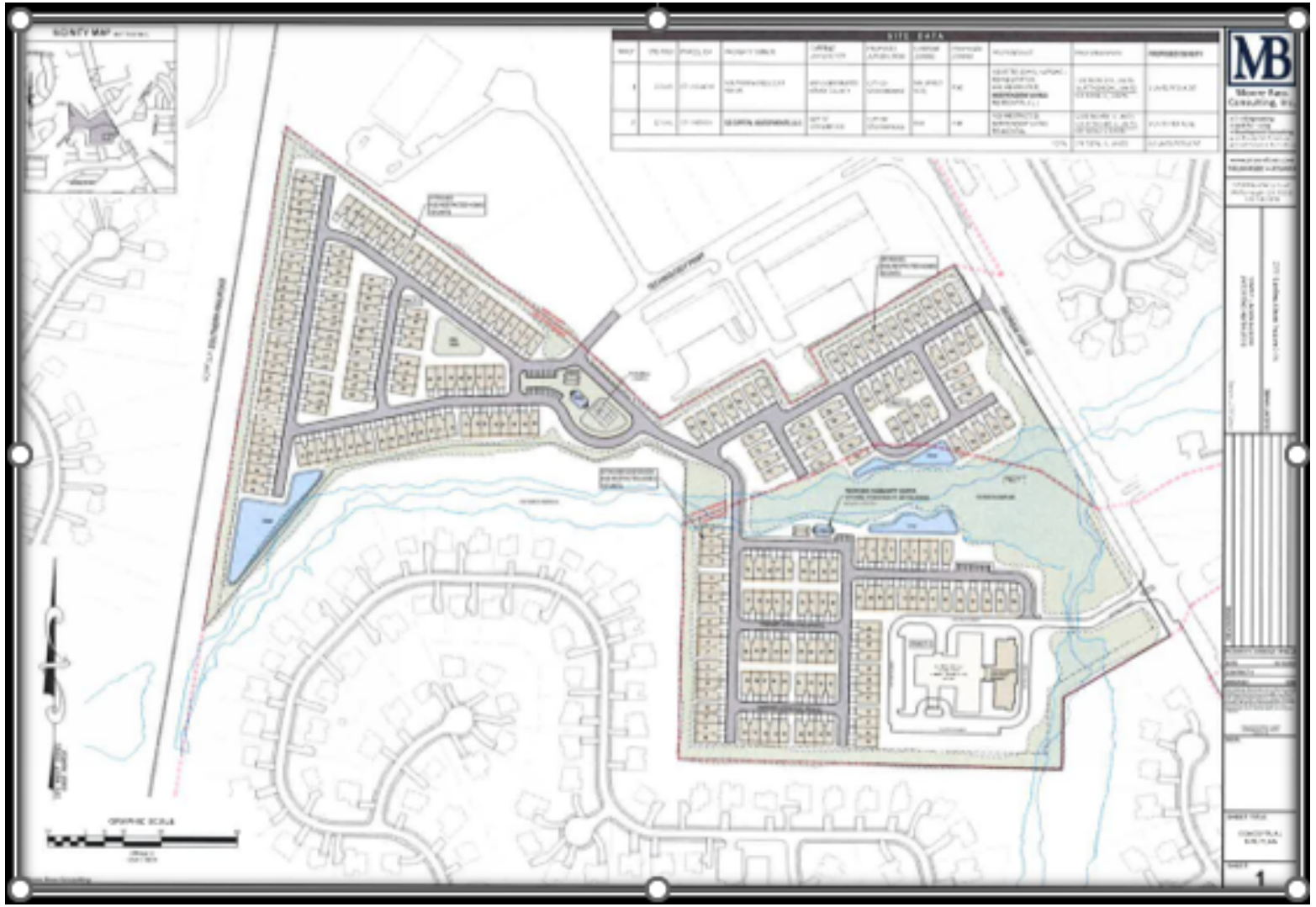
From the Henry County Comprehensive Plan

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.

ANALYSIS OF REQUEST – Page One

1. **Contiguous with the City --** The subject property is contiguous with Parcel #071-01034014 to the north, which would be combined with the subject property to form the overall proposed development.

2. **Provision of Services --** Water and sewer services are provided by the Henry County Water Authority. Fire and EMS services are provided by Henry County. Electricity is provided by Georgia Power Company. Police services are provided by Henry County, but this would change to the City of Stockbridge.

3. **Proposed Urban Development --** The applicant proposes to maintain the existing rehabilitation and rehabilitation facility, and to construct 100 "independent living" units on the subject property.

4. **Consistency with the City's Comprehensive Plan –** The subject property is located outside of the City. It has a Henry County land use designation of 'MIX' (Mixed-Use). The adjacent Tract 2 to the north, which would be combined with the subject property for the proposed development, has land use designations of 'Low-Density Residential' and 'Light Industrial'. Although the applicant's proposed Comprehensive Plan Amendment of the subject property to 'High-Density Residential' would not be compatible with these designations, the applicant also seeks to change the land use designations of Tract 2 to 'High-Density Residential'.

5. **Consistency with Adjoining City Zoning --** The proposed annexed property does not share a common zoning classification with the adjoining City property. However, the applicant seeks to rezone both properties to 'PUD' (Planned Unit Development).

ANALYSIS OF REQUEST – Page Two

6. **Potential Positive Effects --** The developer would maintain the existing Southern Crescent Rehabilitation & Rehabilitation Center. Since many of the proposed residential units would be located to the rear of this facility or at the end of Technology Parkway, they may not be visible from Highway 42 North.

7. **Physical Site Suitability --** The subject property is already developed with the existing Southern Crescent Rehabilitation & Retirement Center. The Conceptual Site Plan shows the presence of a stream, which would be traversed by a proposed internal street. A large open space area would be designated along the stream, which should be preserved.

8. **Impact on Adjacent Property Owners --** To the south and west of the subject property lies The Magnolias at Eagles Landing Subdivision, which appears to be fully developed. The proposed residential units would be near the lots in that subdivision, but a significant buffer is shown on the site plan. It may be prudent for the developer to also install a fence along the perimeter of the property.

9. **Impacts on City Infrastructure --** A letter from the Henry County Water Authority, dated May 23, 2022, stated that water service, sewage treatment, and sewer line capacity are all available for the subject property. However, it further states that the proposed site plan would be "in conflict" with an existing 8-inch sewer line, and that the sewer would need to be relocated at the developer's expense. In addition, an easement would be required to access the sewer line from Highway 42 North.

10. **Traffic and Transportation Impacts –** The developer should coordinate with Henry County DOT & Georgia DOT regarding possible intersection improvements at Highway 42 North and Technology Parkway. The City's Fire Marshal approved the proposed new entrance off Highway 42 North and the internal site circulation. A deceleration should be added, though, at the new entrance.

11. **Environmental Impacts –** The developer would need to coordinate with City engineers and other environmental officials regarding a bridge crossing over the existing stream, as well as the protection of sensitive floodplain areas.

CONCLUSIONS

CONCLUSIONS:

1. **Reasonableness of Requested Annexation--The proposed annexation is reasonable in view of the following:**

   a. **The applicant's plans to include the subject parcel with the adjacent parcel for a proposed independent living/age-restricted development traversing both parcels;**

   b. **The surrounding land uses and conditions; and**

   c. **The satisfactory findings of the eleven (11) Analysis criteria above.**

2. **Needed Zoning Conditions -- It would be appropriate to require nineteen (19) of the twenty-four (24) Zoning Conditions that were required by Henry County in the RZ-21-18 rezoning approval of this property last year, which comply with the City's UDC, and which are suitable for the proposed development on the subject property.**

STAFF RECOMMENDATION—Page One

RECOMMENDATION --The Community Development Staff recommends APPROVAL WITH CONDITIONS for the proposed annexation of the subject property at 2125 Highway 42 North into the Stockbridge City Limits, conditioned upon the following nineteen (19) Zoning Conditions:

1. The uses of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.

2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and they shall have a deceleration lane and an acceleration taper which are designed and constructed to Henry County DOT's standards.

3. All disturbed areas shall be sodded, except where landscaping is present or installed.

4. The residential portion of the development shall consist of cluster single-family attached and detached units only. The total number of dwelling units shall be limited to one hundred (100). Compliance with zoning conditions and development standards may further limit the number of dwelling units.

5. An on-site amenity package shall be provided, and it shall consist of at least the following:

a. A Community Center which includes, at a minimum, a fitness facility, a meeting room, and a business center.
b. Two (2) cabanas.
c. Two (2) swimming pools.
d. Two (2) outdoor recreation areas, including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.

6. The Community Center shall be completed prior to the issuance of the fiftieth (50^{th}) building permit of a single-family attached or detached dwelling unit.

STAFF RECOMMENDATION—Page Two

7. The residential portion of the development shall comply with Section 3.2.35 of the City's Unified Development Code (UDC) regarding the provision of single-family senior adult housing.

8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.

9. Any approved development permit shall be limited to a maximum of sixty (60) dwelling units until the proposed access point to the north, as depicted on the RZ-21-18 rezoning site plan, dated April 9, 2021, is designed and constructed to the standards of Henry County DOT and the City of Stockbridge, and it connects to an already-existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution, or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.

10. The subject property shall not, at any time, be developed as a traditional single-family and/or multifamily residential development (even if it is age-marketed or age-targeted), or any other type of residential community that does not require each single-family attached or detached unit to house an individual who requires a level of care that is provided by the assisted living facility.

11. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, which is currently Southern Crescent Rehab & Retirement Co., Inc., as per current public tax records.

12. A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to Georgia DOT of the site's existing access, per Georgia DOT's requirements. The developer/owner shall be responsible to provide all of the indicated improvements that are required by the City of Stockbridge Unified Development Code (UDC).

STAFF RECOMMENDATION—Page Three

13. The dwelling units shall have a minimum of 1,200 square feet, with a running minimum average of 1,800 square feet.

14. The dwelling units shall be Craftsman style, as approved by the Community Development Department, and they shall have a water table that is at least three (3) feet high, consisting of brick or similar materials.

15. Each dwelling unit shall have a garage. Garages shall be setback by a minimum of twelve inches (12”) from the front dripline of the home. Greater than 50 percent of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding that is complimentary to the exterior of the homes.

16. An adequate number of dwelling units shall be reserved for those leaving the care of assisted living, who are needing transitional living arrangements.

17. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a fence that is four (4) feet high, at a minimum, and shall be included in the common area to be maintained by the HOA.

18. An HOA shall be required, and it shall maintain the common areas and building exteriors.

19. Interior sidewalks shall be a minimum of eight (8) feet wide. Exterior sidewalks along Highway 42 shall be a minimum often (10) feet wide.

qPublic.net™ Henry County, GA

Legend

- Parcels
- Roads

Parcel ID	071-01034012	**Class**	C	**Owner**	SOUTHERN CRESCENT REHAB & RETIREMENT CO INC 2125 HIGHWAY 42 NORTH MCDONOUGH GA 30253	**Land Value:**	$1,500,000				
Property Address	2125 HIGHWAY 42 N	**Acreage**	20			**Building Value:**	$2,093,300	**Last 2 Sales**			
District	County/UnIncorp					**Misc Value:**	$40,500	**Date**	**Price**	**Reason**	**Qual**
								11/1/2000	$0	n/a	U
								10/17/1997	$475,000	n/a	Q
						Total Value:	$3,633,800				

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022
Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by Schneider GEOSPATIAL

qPublic.net™ Henry County, GA

Overview

Legend

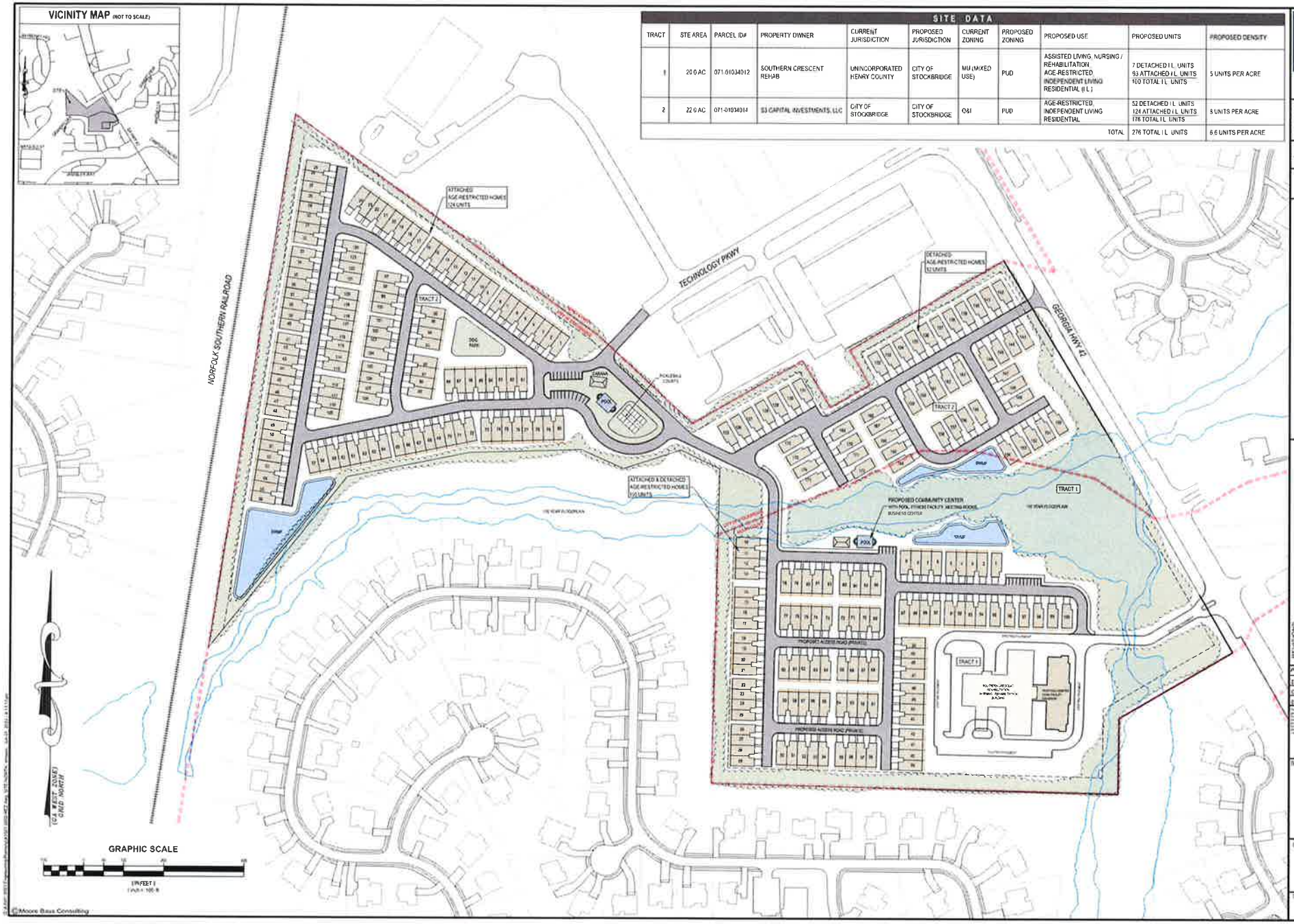
- Parcels
- Roads

Parcel ID	071-01034014	**Class**	I	**Owner**	S3 CAPITAL	**Land Value:**	$649,400			
Property Address		**Acreage**	22.01	**Address**	INVESTMENTS LLC 2125 HIGHWAY 42 N MCDONOUGH GA 30253	**Building Value:**	$0	**Last 2 Sales**		
District	City/Stockbridge					**Misc Value:**	$0	**Date**	**Price**	**Reason**	**Qual**
								10/16/2014	$110,000	OTHER	U
								5/19/2014	$0	FAMLY/GIFT	U
						Total Value:	$649,400			

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022
Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by Schneider GEOSPATIAL



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McDonough, GA 30253
770.914.9394

PROJECT NAME: SOUTHERN CRESCENT INDEPENDENT LIVING

CLIENT NAME: S3 CAPITAL INVESTMENTS, LLC

REVISIONS

A3501.0002-REZ

DATE: 12-15-2021

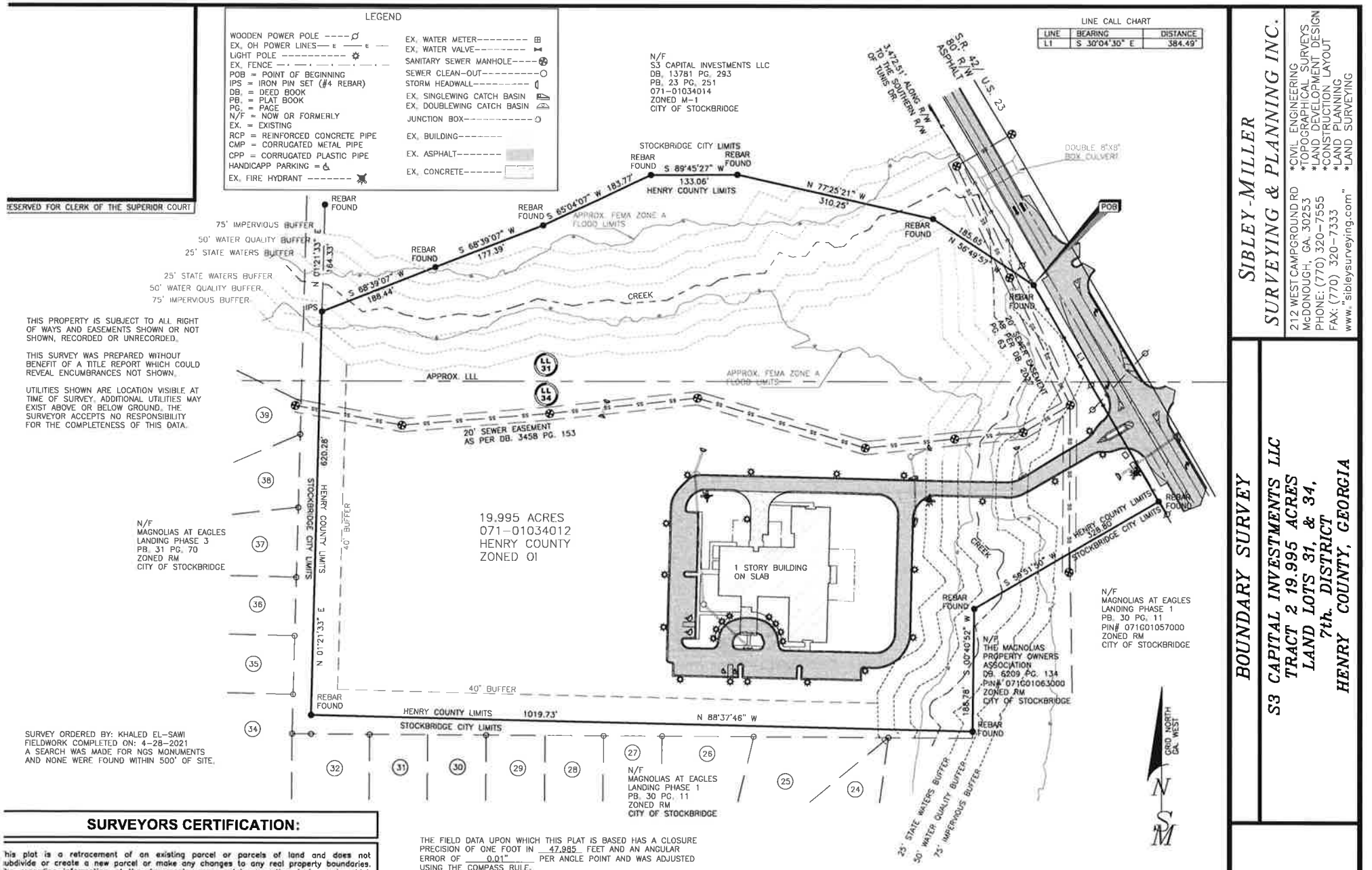
CONTRACT #

DRAWN BY: SCM

SEAL

SHEET TITLE: CONCEPTUAL SITE PLAN

SHEET: 1



SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L. MILLER

Tim L. Miller GA. RLS # 3150 — Date: 4-29-2021

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK---- 50'
REAR SETBACK ---- 20'
SIDE SETBACK: ---- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA

0' 100' 200' 300'
GRAPHIC SCALE = FEET

SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
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*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

PROJECT #: B15008
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY:	TLM
SCALE:	1" = 100'
DATE:	04/29/2021

SHEET: 1 OF 1

Battle Law

7/20/2022
VIA: Email (bcarter@cityofstockbridge-ga.gov)
2125 Highway 42 North
ATTN: Brecca Carter, City of Stockbridge Community Development Department

Director Carter:

On behalf of the Applicant for case number(s) AX-2022-01 pertaining to property with an address of 2125 Highway 42 North, I hereby request that this matter be deferred from the July 28th Planning Commission meeting to the next hearing cycle.

Prepared By:

Joshua Mahoney

For Battle Law, P.C.

City of Stockbridge

4640 North Henry Blvd. Stockbridge, GA 30281
City Hall: (770) 389-7900 Fax (770) 389-7912

August 22, 2022

VIA OVERNIGHT MAIL

Attn: Cheri Hobson-Matthews, County Manager of Henry County
Henry County Administration Building
140 Henry Parkway
McDonough, Georgia 30253

RE: Annexation Request Into City of Stockbridge – 2125 Highway 42 North

Please be advised that the City of Stockbridge has received an application for the annexation of property at 2125 Highway 42 North, in unincorporated Henry County. The subject property contains the existing Southern Crescent Rehabilitation & Retirement Center. A developer is utilizing the 100% method to annex this property into the Stockbridge City Limits and build an additional 100 "independent living" units. The property would be combined with the adjacent property to the north, Parcel #071-01034014, for a total development project of 276 independent living units (townhomes and single-family detached units), located within the City of Stockbridge.

Staff has enclosed for your review and consideration the submitted applications for the annexation, rezoning, and comprehensive plan amendment. Please provide an official letter regarding Henry County's agreement or non-agreement with the proposed annexation. The public hearings have been advertised to be held on August 25, 2022, 6:30 PM by the Stockbridge Planning Commission and the City Council on September 12, 2022, 6 PM at City Hall, respectively.

If you have any questions or need additional information, please call me directly at 470-758-3417.

Best regards,

Brecca R. Carter

Brecca R. Carter, Director
Community Development Department

CC: Frederick Gardiner, City Manager
Vanessa Holiday, City Clerk
Stephanie Braun, County Clerk
Toussaint Kirk, Planning Economic Development/Cluster
Attachments

PUBLIC HEARING NOTICE

COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-05 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Comprehensive Plan Amendment Request by John R. Landers, Jr., the Applicant, to change the future land use designation of Parcel #S27-02021000 (a.k.a. 443 MLK, Sr. Heritage Trail) from 'Medium-Density Residential' to 'Heavy Industrial' to allow for an industrial development. The property contains 1.962 +/- acres and it is located in Land Lot 36 of District 12 within the Stockbridge City Limits.

REZONING CASE #RZ-2022-06 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Rezoning Request by John R. Landers, Jr., the Applicant, to rezone Parcel #S27-02021000 (a.k.a. 443 MLK, Sr. Heritage Trail) from 'SR' (Suburban Residential) to 'HI' (Heavy Industrial') to allow for an industrial development. The property contains 1.962 +/- acres and it is located in Land Lot 36 of District 12 within the Stockbridge City Limits.

ZONING MODIFICATION CASE #ZM-2022-01 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Zoning Modification Request by Eaman Fatemi, Member (Owner as Applicant) to modify the previously-approved Rezoning Case #RZ-03-04 and its Development Agreement (along with two amendments) for the proposed Brush Creek Commons townhome development. The applicant requests various changes to the required amenities and site plan. The property contains 15.895 +/- acres, with frontages on Brush Creek Court and Shields Road. It is located in Land Lots 59 & 70 of District 12 within the Stockbridge City Limits.

CITY OF STOCKBRIDGE PLANNING COMMISSION / PUBLIC HEARING

Date: **Thursday, October 27, 2022 at 6:30 p.m.**
Location: **Council Chamber of Stockbridge City Hall at 4640 North Henry Boulevard, Stockbridge, Georgia, 30281.**

CITY OF STOCKBRIDGE MAYOR AND CITY COUNCIL MEETING / PUBLIC HEARING

Date: **Monday, November 14, 2022, at 6:00 p.m.**
Location: **Council Chamber of Stockbridge City Hall at 4640 North Henry Boulevard, Stockbridge, Georgia, 30281.**

Please run a <u>Legal ad</u> in *The Henry Herald* on the following date: <u>Saturday, October 8, 2022.</u>

Edited by: _____ Date: _____

Checked by: _____ Date: _____

Approved by: _____ Date: _____

Received at *The Daily Herald* by: _____

Date: _____ Time: _____

Please Bill: 7040—Community Development Department, Planning and Zoning Division

Please e-mail a copy of the Ad, once it has run, to planning@cityofstockbridge-ga.gov and also to llogan@cityofstockbridge-ga.gov.

Thank you.

Línda M. Logan

Linda M. Logan, Senior Planner
Planning and Zoning Division
Community Development Department
City of Stockbridge
Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, GA 30281
(678) 833-3344
llogan@cityofstockbridge-ga.gov

PUBLIC HEARING NOTICE

ANNEXATION CASE #AX-2022-01 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear an Annexation Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to annex a parcel, as described below, into the Stockbridge City Limits from unincorporated Henry County in order to allow the parcel to be combined with an adjacent parcel for a mixed residential development.

Parcel #071-01034012 – Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use), with a land use designation of 'MIX' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-02 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Comprehensive Plan Amendment Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to change the future land use designations of certain parcels, as are described below, from 'Light Industrial', 'Low-Density Vertical Mixed-Use', and 'Mixed-Use' to 'High-Density Residential' in order to allow for a mixed residential development.

- Parcel #071-01034012 – Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Applicant proposes to change the current Henry County land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential' after the parcel is annexed into the Stockbridge City Limits. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

- Parcel #071-01034014—Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the current land use designation from 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

[Continued]

REZONING CASE #RZ-2022-02 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Rezoning Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to rezone certain property from 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits and 'MU' (Mixed-Use) in unincorporated Henry County to 'PUD' (Planned Unit Development) to allow for a mixed residential development. The property contains two parcels, as are listed below, with 42.01 +/- total acres.

- Parcel #071-01034012 – Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

- Parcel #071-01034014—Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Currently zoned 'OI' (Office-Institutional) and 'LI' (Light Industrial)'. Property also lies within the Parkway Mixed-Use Overlay District. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

CITY OF STOCKBRIDGE PLANNING COMMISSION MEETING /PUBLIC HEARING

Date: **Thursday, August 25, 2022**
Location: **In-person meeting to be held in the Council Chamber at the Stockbridge City Hall, and also to be held virtually via Zoom. Prior to the meeting, the Zoom connection will be made available on the City website— www.cityofstockbridge.com**
Time: **6:30 p.m.**

CITY OF STOCKBRIDGE MAYOR AND CITY COUNCIL MEETING / PUBLIC HEARING

Date: **Monday, September 12, 2022**
Location: **In-person meeting to be held in the Council Chamber of Stockbridge City Hall, and also to be held virtually via Zoom. Prior to the meeting, the Zoom connection will be made available on the City website -- www.cityofstockbridge.com**
Time: **6:00 p.m.**

Please run a <u>Legal ad</u> in *The Henry Herald* on the following date: Saturday, August 6, 2022.

Edited by: _____ Date: _____

Checked by: _____ Date: _____

Approved by: _____ Date: _____

Received at *The Daily Herald* by: _____

Date: _____ Time: _____

Please Bill: 7040—Community Development Department, Planning and Zoning Division

Please e-mail a copy of the Ad, once it has run, to planning@cityofstockbridge-ga.gov and also to llogan@cityofstockbridge-ga.gov.

Thank you.

Linda M. Logan

Linda M. Logan, Senior Planner
Planning and Zoning Division
Community Development Department
City of Stockbridge
Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, GA 30281
(678) 833-3344
llogan@cityofstockbridge-ga.gov

City of Stockbridge

AGENDA ITEM

MEETING DATE

November 14, 2022

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

FUNDING SOURCE

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

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Brecca Carter, Director and Ryan Anderson, Chief Planner.

DEPARTMENT: Community Development.

ITEM/PROJECT/EVENT:

Consider a Comprehensive Plan Amendment request (CP-2022-02) by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the future land use designations of two parcels to 'High-Density Residential' to allow for an independent living/age-restricted residential development. Tract 1, located at 2125 Highway 42 North (outside the City; to be annexed) has existing Henry County land use designation of 'Mixed-Use'. Tract 2, located at Highway 42 North and Technology Parkway (in the City) has existing land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use'.

BACKGROUND INFORMATION:

Companion Applications—1) AX-2022-01 to request the annexation of Tract 1 (with 20 +/- acres) into the City; and 2) RZ-2022-02 to request the rezoning of both parcels to 'PUD'.

Proposed Development—Existing Southern Crescent Rehabilitation and Retirement Center plus 276 new independent living, age-restricted, attached and detached residential units on 42.01 +/- total acres.

Staff Recommendation—Approval .

Planning Commission Recommendation—Approval at the August 25, 2022 Meeting.

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER ___N/A_____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes

Amendment to the Comprehensive Plan Application

THANK YOU FOR YOUR INTEREST IN THE CITY OF STOCKBRIDGE, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS THAT ARE NEEDED FOR APPLYING FOR AN AMENDMENT TO THE STOCKBRIDGE COMPREHENSIVE PLAN.

APPLICATION REVIEW PROCESS. COMPREHENSIVE PLAN AMENDMENT APPLICATIONS ARE FIRST REVIEWED BY THE PLANNING AND ZONING STAFF, WHO MAKE RECOMMENDATIONS TO THE PLANNING COMMISSION. THE PLANNING COMMISSION THEN HOLDS A PUBLIC HEARING DURING ONE OF THEIR REGULARLY-SCHEDULED MEETINGS AND MAKES RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL. FINALLY, THE CASE GOES TO THE STOCKBRIDGE MAYOR AND CITY COUNCIL, WHO HOLD A PUBLIC HEARING DURING ONE OF THEIR REGULARLY-SCHEDULED MEETINGS. THEY MAKE THE FINAL DECISION ON THE APPLICATION.

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

REQUIRED PRE-APPLICATION MEETING—BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT THE PLANNING AND ZONING DIVISION OFFICE TO SCHEDULE A PRE-APPLICATION MEETING. THIS MEETING MUST BE HELD AT LEAST ONE WEEK BEFORE YOU SUBMIT YOUR APPLICATION.

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

FOR ASSISTANCE, YOU MAY CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, AT (678) 833-3344.

ALL PUBLIC HEARINGS TAKE PLACE IN THE COUNCIL CHAMBER AT THE STOCKBRIDGE CITY HALL AT 4640 NORTH HENRY BOULEVARD IN STOCKBRIDGE, GEORGIA, 30281, UNLESS THEY ARE HELD VIRTUALLY VIA ZOOM.

CITY OF STOCKBRIDGE Planning and Zoning Division

Application Checklist for Requesting an Amendment to the Comprehensive Plan

APPLICANT/AGENT, PLEASE ENSURE THAT YOU HAVE SUBMITTED ALL OF THE REQUIRED ITEMS THAT ARE LISTED BELOW. AFTER YOU SUBMIT YOUR APPLICATION, THE STAFF WILL UTILIZE THE LAST COLUMN TO CHECK OFF EACH REQUIRED ITEM TO DETERMINE THE COMPLETENESS OF YOUR APPLICATION. PLEASE INCLUDE THE CHECKLIST WITH YOUR APPLICATION.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT AN APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK / INTIAL
Pre-Application Review Form (Meeting Notes)	1	To be completed by a Staff planner during a Pre-Application Meeting, at least one week before you submit your application.	/
Application Form	1	Signed and **notarized** by property owner. Or, in lieu of owner's signature, applicant has signed and **notarized** a copy of a "Contract", "Power of Attorney" or "Lease."	/
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents who are parties to this application. The Form must be **notarized.**	/
Letter of Ownership	1	Letter stating that the owner is aware of the amendment being requested and owns the subject property.	/
Letter of Intent	1	Must clearly state the proposed amendment to the Comprehensive Plan.	/
Site Plans (11 x 17)	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.	/
Survey Plat--Sheet size must be Size 8-1/2" x 11" or 11" x 17".	1	Of the subject property. Must be prepared and sealed ***within the last five years*** by a professional engineer, landscape architect, or land surveyor who is 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.	/

City of Stockbridge Planning and Zoning Division

Application for an Amendment to the Comprehensive Plan

Name of Applicant S3 Capital Investments, LLC Phone: 678-565-7710 Date: June 1, 2022

Address of Applicant: 2125 Highway 42 North Cell # 678-565-7710

City: McDonough State: Georgia Zip: 30253 E-mail: kelsawi@sctbi.com

Name of Agent Battle Law, P.C. Phone: 404-601-7616 Date: June 1, 2022

Address of Agent: 3562 Habersham at Northlake Building J, Suite 100 Cell #404-601-7616

City: Tucker State: Georgia Zip: 30084 E-mail: mlb@battlelawpc.com

THE PERSONS NAMED ABOVE AFFIRM THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS THAT THE FOLLOWING AMENDMENT TO THE COMPREHENSIVE PLAN BE GRANTED:

FROM: Light Industrial and Low Density Vertical Mixed-Use, and Mixed Use

TO: High Density Mixed Use

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 the Planning Commission and Mayor/City Council meeting(s). The applicant or property owner shall not remove or alter the sign for any reason.

MB **(Acknowledgement)**

Property Address: Grandiflora Drive

Nearest intersection to the property: Highway 42 N and Summit View Drive

Size of Tract: 42 acre(s). Land Lot Number(s): 31+, 31. District(s): 7

Property Tax Parcel Number(s):
071-01034012, 071-01034014 (**Required**)

Witness' Signature	Signature of Applicant
	S3 Capital Investments, LLC
Printed Name of Witness	Printed Name of Applicant
Notary	Signature of Agent

Notary Seal:

(For Office Use Only)

Total Amount Paid $_____ Check #_____ Credit Card # _____ (*FEES ARE NON-REFUNDABLE)*

Application checked by: _____ Date: _____ _____

Pre-application meeting: _____ Date: _____

Planning Commission Decision: _____

Mayor/City Council Decision:

_____

Planning 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 X

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 20 day of February, 2022

S3 Capital Investments, LLC
Applicant's Name - Printed

Omar El Sawi
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 20 day of February, 2022.

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Tessa J. Davis
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 X

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 20 day of February, 2022

Southern Crescent Rehab & Retirement Co Inc
Applicant's Name - Printed

Omar ElSawi
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 20 day of February, 2022.

TIESSIA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Tiessia J Davis
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 ✓

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 1st day of March, 2022

Michele Battle
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 1st day of March, 2022.

Notary Public

BRITTNEY BUTLER NOTARY PUBLIC Exp. Aug. 18, 2025 COBB COUNTY, GA

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

CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name:
Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North McDonough, Georgia 30253

Telephone: (678) 565-7710 Email: kelsawi@sctbi.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: _____ Date: 2/22/22

Personally appeared before me,

_____

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

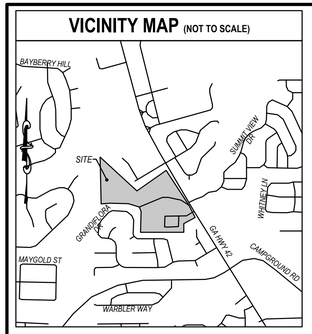
_____
Notary Public

2/20/2022
Date

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022
(Affix Seal Here)

Print

VICINITY MAP (NOT TO SCALE)



SITE DATA

TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
								TOTAL	276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

NORFOLK SOUTHERN RAILROAD

TECHNOLOGY PKWY

GEORGIA HWY 42

ATTACHED AGE-RESTRICTED HOMES 124 UNITS

DETACHED AGE-RESTRICTED HOMES 52 UNITS

ATTACHED & DETACHED AGE-RESTRICTED HOMES 100 UNITS

HENRY COUNTY
CITY OF STOCKBRIDGE

TRACT 1

TRACT 2

DOG PARK

CABANA

POOL

PICKLEBALL COURTS

SWMF

100 YEAR FLOODPLAIN

PROPOSED COMMUNITY CENTER
WITH POOL, FITNESS FACILITY, MEETING ROOMS, BUSINESS CENTER

PROPOSED ACCESS ROAD (PRIVATE)

EXISTING PAVEMENT

SOUTHERN CRESCENT REHABILITATION (NURSING / REHABILITATION BUILDING

PROPOSED ASSISTED LIVING FACILITY EXPANSION

(GA WEST ZONE)
GRID NORTH

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

©Moore Bass Consulting

Q:\A3501.0001\Engineering\Planning\A3501.0002-REZ.dwg, SITE-NORTH, smoore, Jun 01, 2022 - 8:13:17am

Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME
SOUTHERN CRESCENT INDEPENDENT LIVING

CLIENT NAME
S3 CAPITAL INVESTMENTS, LLC

REVISIONS

A3501.0002-REZ

DATE 12-15-2021

CONTRACT #

DRAWN BY SDM

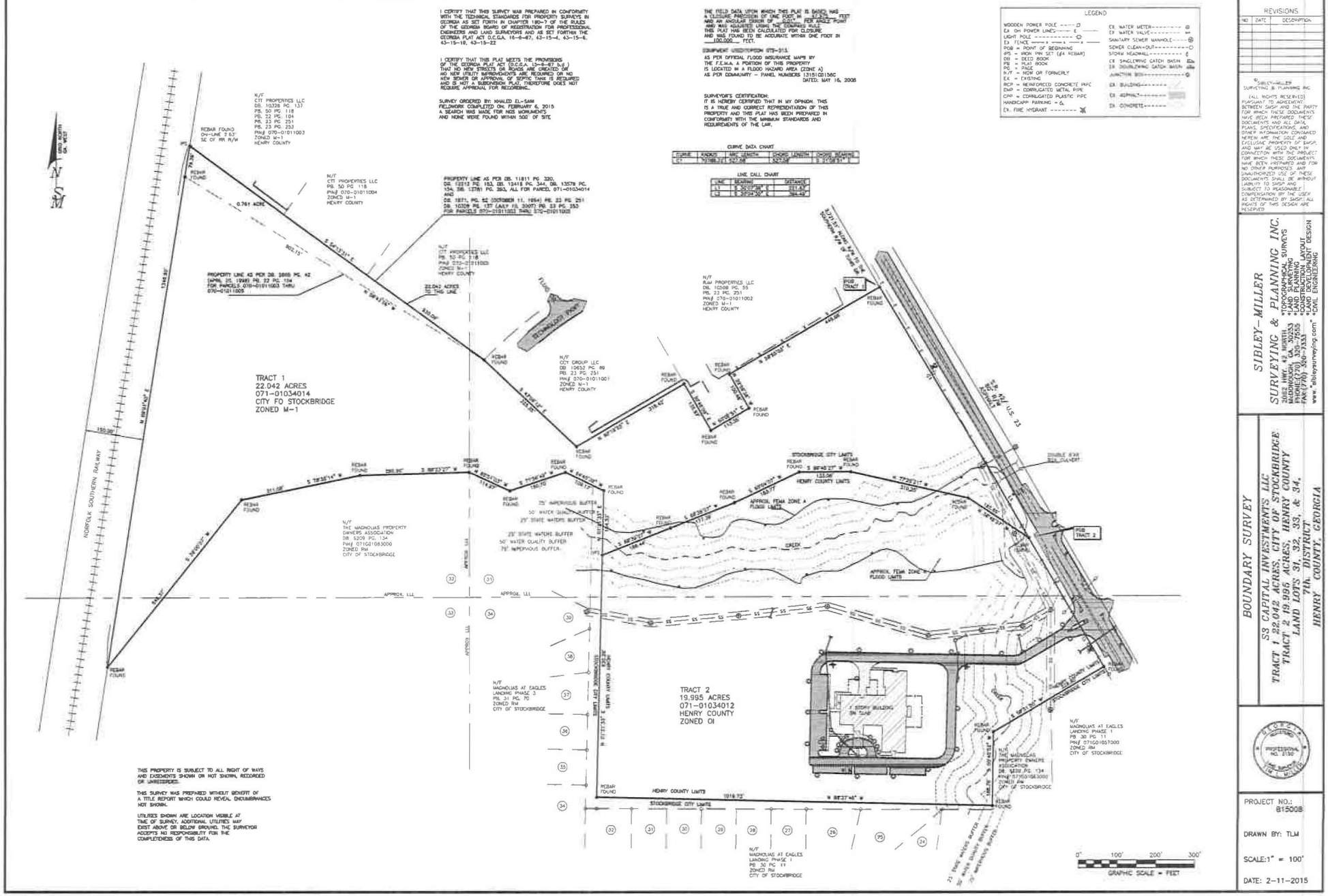
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
McDONOUGH, GA 30253
LSF #1179

SEAL

SHEET TITLE
CONCEPTUAL SITE PLAN

SHEET
1



REVISIONS

NO	DATE	DESCRIPTION

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2082 HWY. #2, NORTH
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(770) 957-1525
FAX: (770) 957-1533
www.sibleysurveying.com
•TOPOGRAPHICAL SURVEYS
•LAND SURVEYING
•LAND PLANNING
•CONSTRUCTION LAYOUT
•LAND DEVELOPMENT DESIGN
•CIVIL ENGINEERING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 1 22.042 ACRES, CITY OF STOCKBRIDGE
TRACT 2 19.995 ACRES, HENRY COUNTY
LAND LOTS 31, 32, 33, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

GEORGIA REGISTERED PROFESSIONAL NO. 3130 LAND SURVEYOR

PROJECT NO.: 815008
DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 2-11-2015

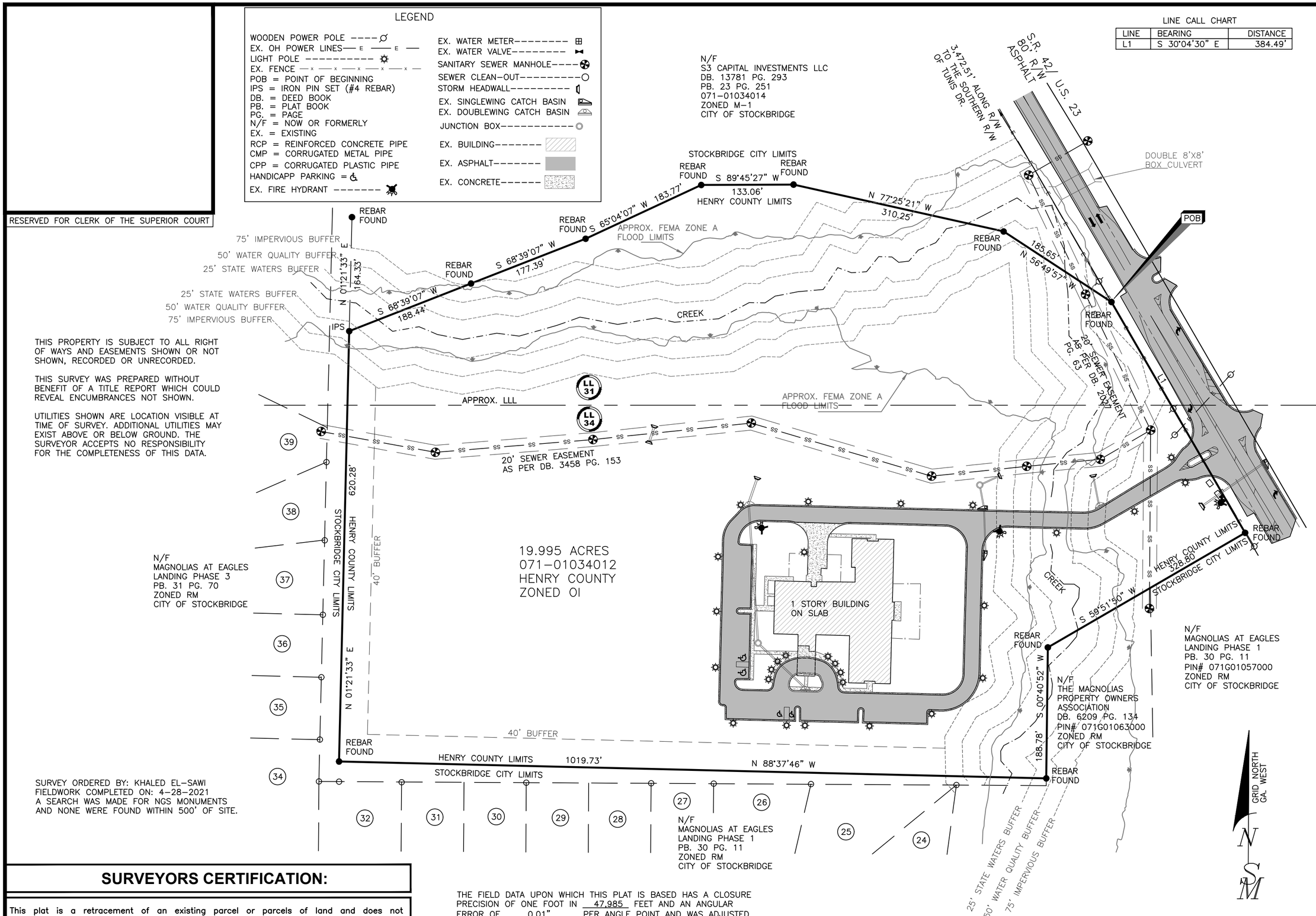
RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

WOODEN POWER POLE
EX. OH POWER LINES
LIGHT POLE
EX. FENCE
POB = POINT OF BEGINNING
IPS = IRON PIN SET (#4 REBAR)
DB. = DEED BOOK
PB. = PLAT BOOK
PG. = PAGE
N/F = NOW OR FORMERLY
EX. = EXISTING
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
HANDICAPP PARKING
EX. FIRE HYDRANT
EX. WATER METER
EX. WATER VALVE
SANITARY SEWER MANHOLE
SEWER CLEAN-OUT
STORM HEADWALL
EX. SINGLEWING CATCH BASIN
EX. DOUBLEWING CATCH BASIN
JUNCTION BOX
EX. BUILDING
EX. ASPHALT
EX. CONCRETE

LINE CALL CHART

LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L MILLER

T L Miller 4-29-2021
Tim L. Miller GA. RLS # 3150 Date:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK---- 50'
REAR SETBACK ---- 20'
SIDE SETBACK: ---- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA

0' 100' 200' 300'
GRAPHIC SCALE = FEET

SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
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*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY:	TLM
SCALE:	1" = 100'
DATE:	04/29/2021

SHEET: 1 OF 1

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid $110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

TOM L. LANE NOTARY PUBLIC COBB COUNTY, GEORGIA

My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST CHURCH, INC.

By: _____ (SEAL)
James David McMenimen, Chairman
(President)

By: _____ (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

Battle Law

STATEMENT OF INTENT

and

Other Material Required by
City of Stockbridge Zoning Ordinance

For

Annexation, Rezoning, and Future Land Use Map Amendment

of

S3 Capital Investments, LLC
c/o Battle Law, P.C.

for

19.995 +/- Acres located at PIN #071-01034012, 071-01034014
Highway 42 and Summit View Drive

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
Tucker, Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com

Battle Law

I. LETTER OF INTENT

S3 Capital Investments, LLC (the "Applicant") is requesting annexation into the Incorporated City of Stockbridge for the rezoning of 19.995 acres of land, which is further described as parcel 071-01034012. The subject property is currently developed under the unincorporated Henry County Office and Institutional and Mixed-Use zoning districts. The applicant is requesting to be rezoned from OI, LI and MU to PUD a companion Future Land Use Map Amendment request to change the land use designation from Light Industrial to High Density Residential.

The subject property will be adjacent to the Southern Crescent Rehabilitation Center, which is zoned Mixed Use. S3 Capital Investments' proposal includes 52 detached housing units and 124 attached units for an age-restricted independent living community. The applicant is requesting the petition of zoning and other applicable zoning actions to obtain approval and acceptance of the annexation of both parcels of land which will include a total of 276 total units, which 100 of the units will be provided as part of the South Crescent tract that is designated for assisted living, nursing and rehabilitation.

STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS
20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS
22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS
							TOTAL	276 TOTAL I.L. UNITS

The applicant currently has a list of conditions for the proposed development that is being revised for the transition into the City of Stockbridge. This document is currently being drafted and will be submitted as an attachment to this application.

This document is submitted as a Statement of Intent with regard to this Application, preservation of the Applicant's constitutional rights, and an application of the criteria provided in the Steinberg

Act to provide a rigorous analysis of the proposed rezoning and land use amendment. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

II. REVIEW CRITERIA FOR JUSTIFICATION

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property The zoning proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

The Subject Property is abutted by a residential neighborhood to the south. There are commercial-zoned parcels adjacent east and north of the property. The Southern Crescent site is currently developed and the adjacent tract, which is referenced as tract 2 is currently undeveloped with heavy tree coverage throughout the parcel. The proposed use appears to be suitable in view of the surrounding properties as a residential addition to the Highway 42 corridor.

B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property The land use amendment and zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The proposed land use amendment and zoning proposal will allow the Applicant to improve upon the area surrounding the Subject Property by bringing high-quality architectural design, road access through the Subject Property, jobs, and senior services that are in high demand according to the regional market.

C. Whether the property will be affected by the zoning proposal has a reasonable economic use as currently zoned.

The Subject Property does have a reasonable economic use as zoned. However, the land-use amendment and zoning proposal will not change this fact. There is an annexation request which will allow this development to be added to the City of Stockbridge. We believe that this project would best benefit from the regulations established within the City of Stockbridge Zoning Ordinance.

D. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The land use amendment and zoning proposal will not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

E. Whether the zoning proposal is in conformity with the policy and intent of the land-use plan. The land use amendment and zoning proposal is in conformity with the policy and intent of the land-use plan.

The zoning proposal is appropriate for the simultaneous land use amendment because the assigned land use designation is not compatible as industrial land use. The proposed site will be residential with a low-density yield. The requested change appears to be more conforming with the area given that there are existing residential land uses adjacent to the subject property.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The Applicant is aware of the conditions that were assigned by Henry County's staff. The applicant intends to carry some of the conditions with some alterations in the

language that will best suit the development regulations and policies of the City of Stockbridge.

Battle Law

III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts 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 Council/ Commission 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 the 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 herein above.

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 City an opportunity to revise the Property to a constitutional classification. If action is not

taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of Henry 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.

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts 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 to allow the special land use permit in question 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

IV. Conclusion

Thank you for your consideration for this project. The applicant is more than willing to provide any additional documents and supporting details. For the foregoing reasons, the Applicant respectfully requests that the simultaneous Annexation, Land Use Amendment, and Rezoning application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stockbridge so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 1st day of June 2022.

Respectfully submitted,

Michele L. Battle, Esq. Attorney for the Applicant

c/o Tyler McSwain, Senior Urban Planner

TO: Mayor/Council
Planning Commission

FROM: Linda M. Logan, Senior Planner, Planning and Zoning Division

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 10, 2022

SUBJECT: **Comprehensive Plan Amendment Case #CP-2022-02** for Two Parcels: 1) Property at 2125 Highway 42 North within unincorporated Henry County; and 2) Property at Highway 42 North and Technology Parkway in the City of Stockbridge.

I. PURPOSE

Consider a Comprehensive Plan Amendment application by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the future land use designations of two parcels, from 'Light Industrial', 'Low-Density Vertical Mixed-Use', and 'Mixed-Use' to 'High-Density Residential,' to allow for an independent living/age-restricted residential development. The parcels and the requested land use designation changes are listed below. The applicant has also applied for an annexation (AX-2022-01) of Parcel #071-01034012 in unincorporated Henry County and a rezoning of both parcels (RZ-2022-02).

- Parcel #071-01034012 – Represents Tract 1. Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Applicant proposes to change the current Henry County land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential' when the parcel is annexed into the Stockbridge City Limits via the applicant's companion annexation application, AX-2022-01. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

- Parcel #071-01034014—Represents Tract 2. Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the current land use designation from 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

II. BACKGROUND

Proposed Development	Independent living /age-restricted residential development.
Site Address	2125 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Subject property includes two parcels: 1) Parcel #071-01034012 with 20.00 acres in unincorporated Henry County; and 2) Parcel # 071-01034014 with 22.01 in the City of Stockbridge.
Parcel Acreage	42.01 +/- total acres within two parcels.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	'LI' (Light Industrial) and 'OI' (Office-Institutional)
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	''Light Industrial' and Low-Density Vertical Mixed Use'
Current Use	The Southern Crescent Rehabilitation & Retirement Center is located on Parcel #071-01034012 at 2125 Highway 42 North.
Surrounding Land Uses	• North—Industrial warehouses; church. • South and West—Magnolias at Eagles Landing Subdivision. • East—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

III. FINDINGS OF FACT

- If the proposed Annexation (AX-2022-01) is approved, and the applicant wishes to proceed with the proposed development, then the applicant would need to combine both parcels for both the requested Comprehensive Plan Amendment (CP-2022-02) and the requested rezoning (RZ-2022-02) to be approved. To facilitate this, a

Recombination Plat application would be required, and it could be handled administratively.

- A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.

IV. PROJECT DESCRIPTION

The applicant requests a Comprehensive Plan Amendment to change the land use designations of both parcels to allow for an independent living / age-restricted residential development proposal, which would include both parcels. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, as well as the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. Tract 2, which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

To allow for the proposed development, the applicant has also applied for a rezoning of the subject property by requesting that Tract 1 be rezoned from Henry County's 'MU' (Mixed Use) district to the City's 'PUD' (Planned Unit Development) district, and that Tract 2 be rezoned from 'OI' (Office-Institutional) and 'LI' (Light Industrial) to PUD. Tract 2 is also located within the Parkway Mixed-Use Overlay District. Further, the applicant would need to apply for a Recombination Plat to combine the two parcels.

The applicant's submitted a Conceptual Site Plan shows that three accesses would be provided into the proposed development. These include the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; a new entrance off Highway 42 North, across from Glenmore Lane; and the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond.

The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

The companion rezoning application states that the applicant will be submitting a proposed list of conditions for adoption, but such list has not yet been received by Community Development.

V. MAPS AND ILLUSTRATIONS TO FOLLOW:

A. Aerial Photograph

B. Boundary Survey

C. Henry County Zoning Map

D. City of Stockbridge Zoning Map

E. Henry County Land Use Designation Map

F. Conceptual Site Plan

G. Rendering

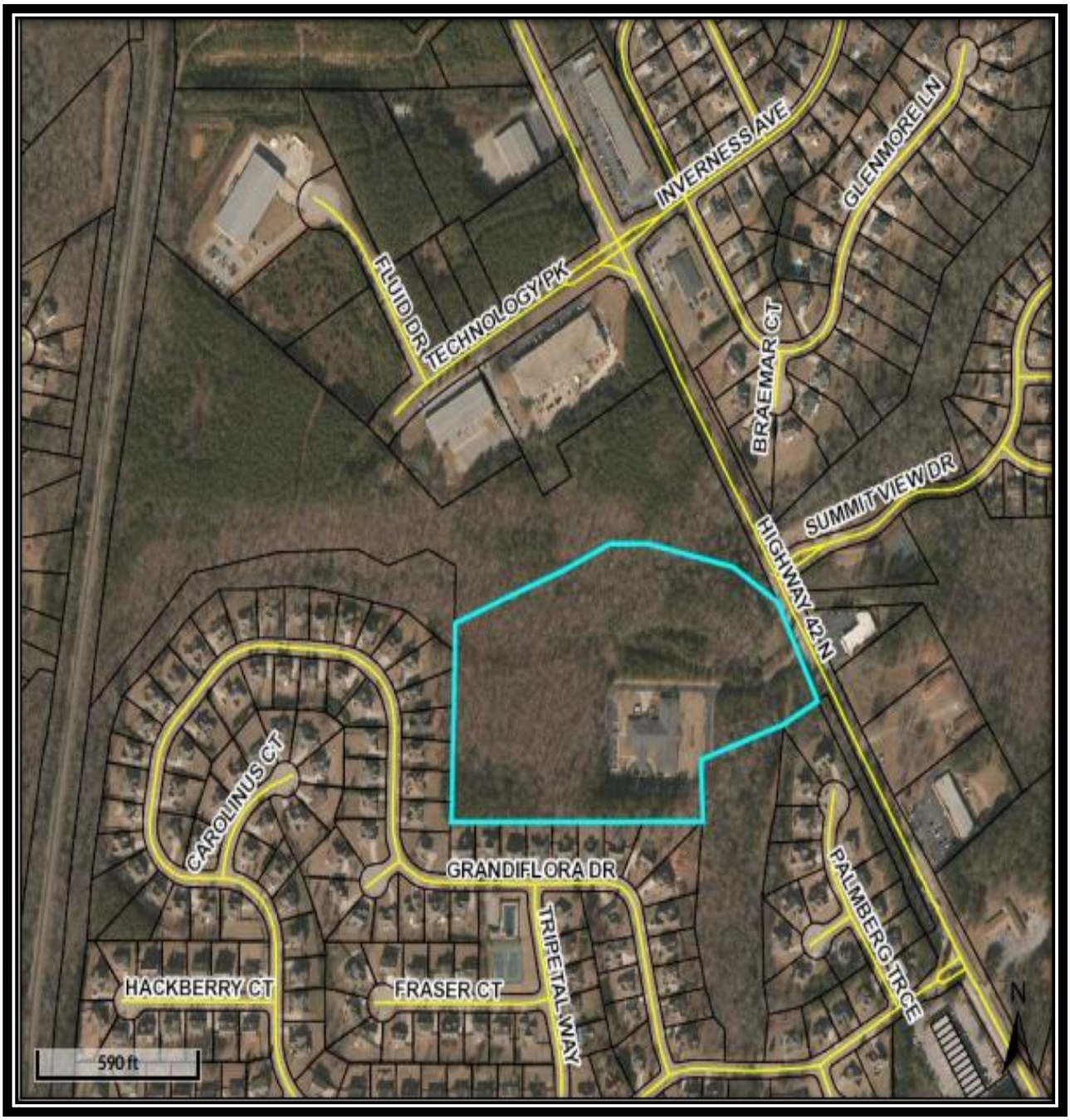
A. AERIAL PHOTOGRAPH

Subject Property:

2125 Highway 42 North

Parcel #071-01034012

a.k.a. "Tract 1"



B. BOUNDARY SURVEY

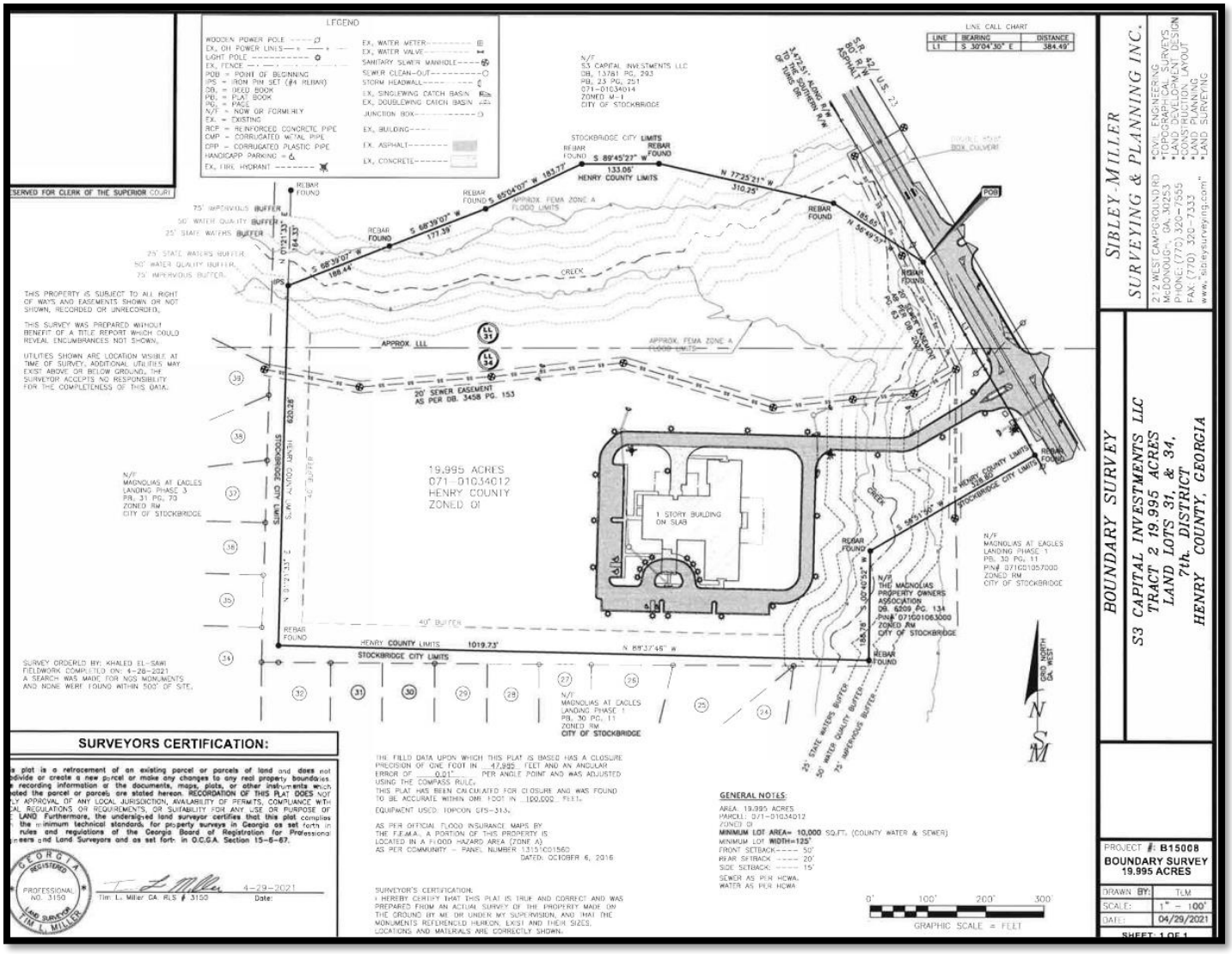
Subject Property:

2125 Highway 42 North

Parcel #071-01034012

a.k.a. "Tract 1"

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



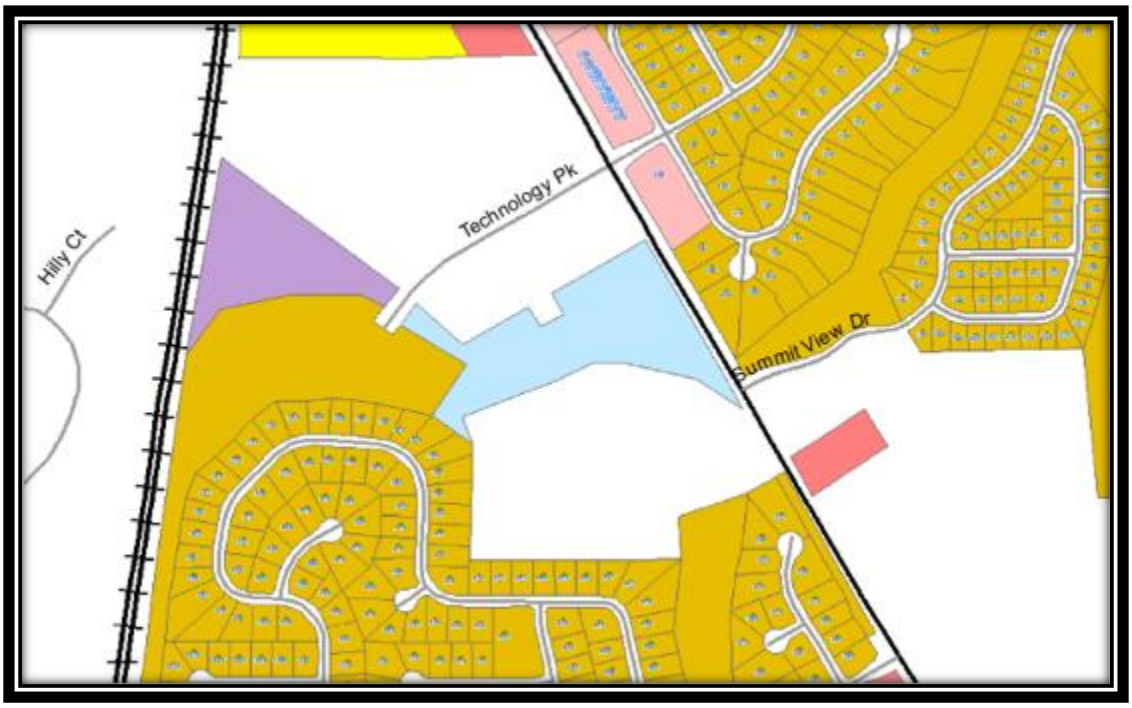
C. HENRY COUNTY ZONING MAP

The subject property (a.k.a. “Tract 1”) is shown in the buff color on the map. It is zoned ‘MU’ (Mixed Use).

D. CITY OF STOCKBRIDGE ZONING MAP

Legend:

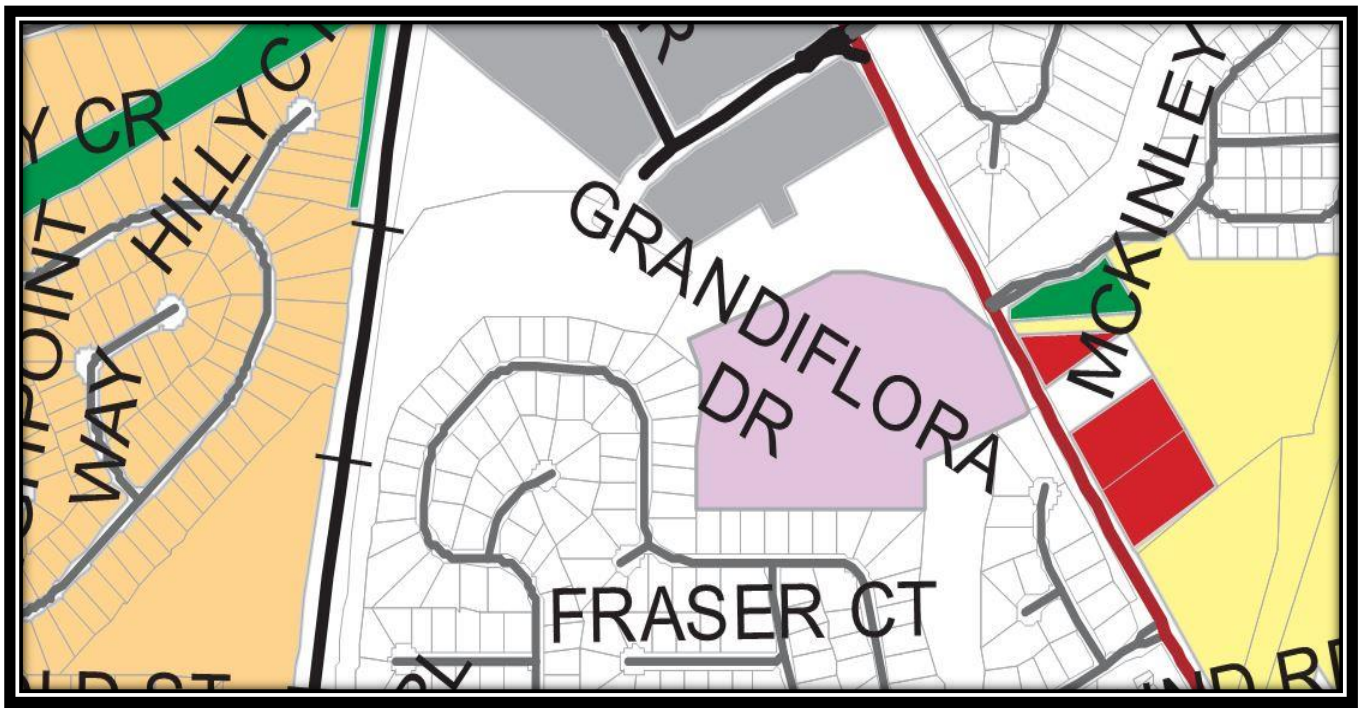
Main Road – Highway 42 North
Lavender – LI (Light Industrial)
Light Blue – OI (Office-Institutional)
Gold – MFR (Multiple Family Residential)
Gold area to the west and south -- Magnolias at Eagles Landing Subdivision
Gold area to the east -- Highlands at Eagles Landing Subdivision &
Summit at Eagles Landing Subdivision
Light Pink – C-1 (Neighborhood Commercial)
Medium Pink – C-2 (General Commercial)
Yellow – SR (Suburban Residential)
White – Located outside of the City



E. HENRY COUNTY LAND USE DESIGNATION MAP

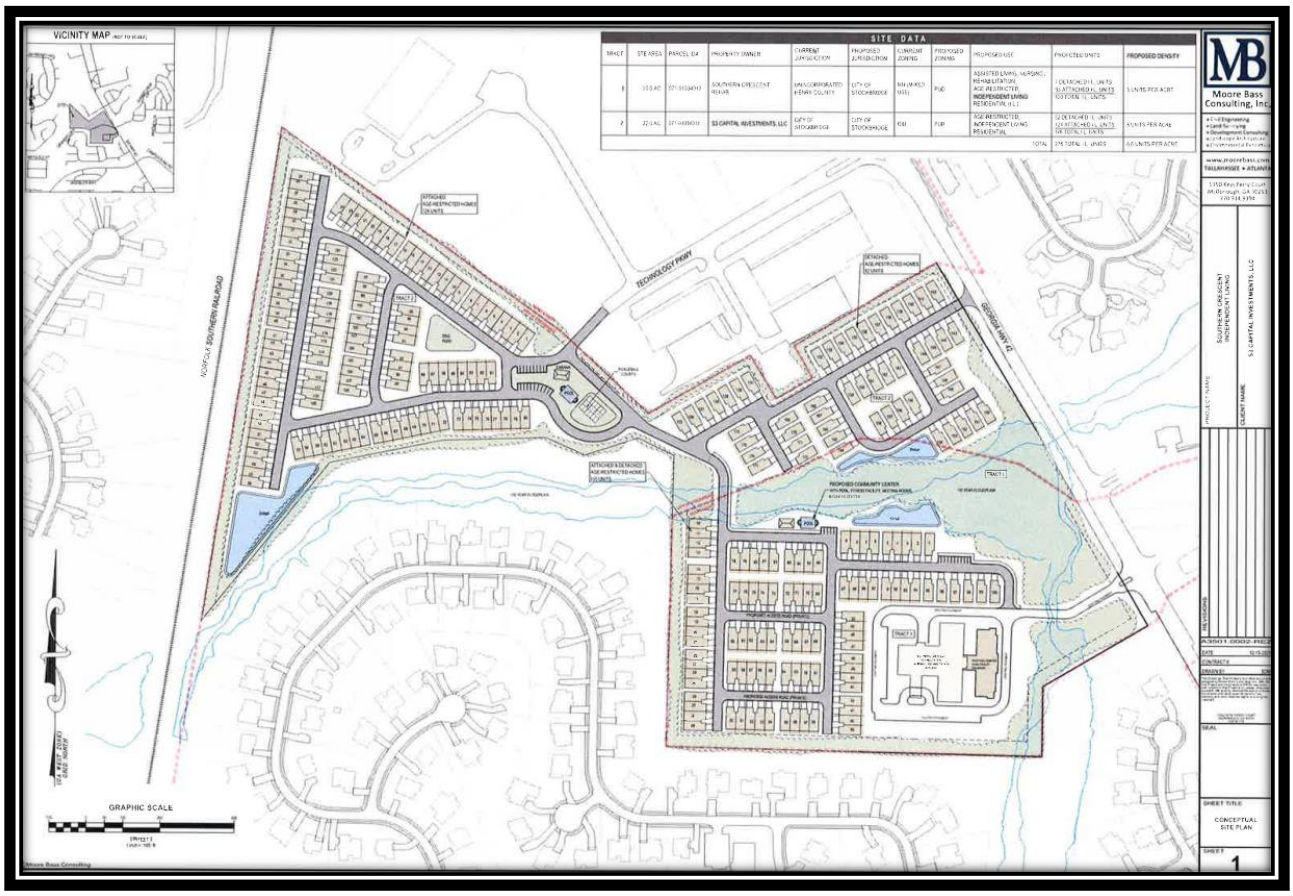
From the Henry County Comprehensive Plan

The subject property (a.k.a. “Tract 1”) is shown in the lavender color on the map below. It has a future land use designation of ‘MIX’ (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



F. CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



G. RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.

V. ANALYSIS OF REQUEST

A. Consistency with the Comprehensive Plan.

The proposed development is not consistent with the Comprehensive Plan's land use designations for the subject property. The requested Comprehensive Plan Amendment for the proposed land use designation changes is necessary because the current land use designations do not allow the type of development which the applicant is proposing, or they do not allow the proposed residential densities. The applicant therefore proposes to change the future land use designations of the two parcels as follows:

- Tract 1--From Henry County's land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential', which would be more appropriate for the applicant's proposed type of development and would indicate the approximate density of the project.
- Tract 2—From the City's land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. The existing 'Light Industrial' land use designation does not allow residential uses, and the existing 'Low-Density Vertical Mixed-Use' land use designation is intended for buildings which contain commercial uses on the ground floor and residential uses on the upper floors.

B. Relation to the Zoning of the Property. The property's requested zoning districts are not permitted within the property's existing land use designations. To allow for the proposed development, the applicant has therefore requested the rezoning of the subject property (via RZ-2022-02) as follows:

- Tract 1—From Henry County's zoning district of 'MU' (Mixed-Use) to the City of Stockbridge's zoning district of 'PUD' (Planned Unit Development). Although Henry County's MU district is believed to be like the City's PUD district, if Tract 1 is annexed into the City, it would need to be assigned a City zoning district.
- Tract 2—From the City of Stockbridge's zoning districts of 'OI' (Office-Institutional) and 'LI' (Light Industrial) to 'PUD' (Planned Unit Development). The OI and LI districts do not allow residential uses.

But there is no need to change the property's land use designations unless the property is rezoned per the above specifications. Therefore, any approval of the requested Comprehensive Plan Amendment via CP-2022-02 must be contingent upon the simultaneous approval of the requested rezoning of the property via RZ-2022-02.

C. Suitability of the Site's Location. The proposed 'High-Density Residential' land use designation would be compatible with the 'High-Density Residential' land use designation of the Magnolias at Eagles Land Subdivision to the south.

D. Maintaining the Current Land Use Designation. Tract 1 is already partially developed with the existing Southern Crescent Rehabilitation and Retirement Center, but for this parcel to be annexed into the City, per AX-2022-01, it would need to have a City land use designation assigned to it. For Tract 2, additional industrial uses could be developed on the northwestern portion of the parcel due to its proximity to other existing industrial uses, the remainder of this parcel is unlikely to be developed with vertical mixed-use buildings under the existing 'Low-Density Vertical Mixed-Use' designation due to the parcel's size, odd shape, and proximity to the existing industrial uses. The proposed 'High-Density Residential' land use designation, with its higher density, would be more appropriate for this location.

STAFF RECOMMENDATION

This Staff Report has demonstrated that the requested Comprehensive Plan Amendment, via CP-2022-02, would be necessary and desirable for the subject property in conjunction with the requested rezoning of the property, via RZ-2022-02, to allow for the proposed independent living/age-restricted residential development. The Planning and Zoning Staff recommends **CONDITIONAL APPROVAL** of the requested Comprehensive Plan Amendment based upon:

1. **Recombination Approval --** The two parcels shall be officially combined via an administrative recombination plat application, after the applicant has submitted proof to the Community Development Department that an acceptable new plat has been recorded by the Henry County Superior Court, Real Estate Records Division.

Presentation For AX-2022-01:

Annexation Request for the Proposed

"Southern Crescent" Mixed Residential

Development

At 2125 Highway 42 North

Presented To:

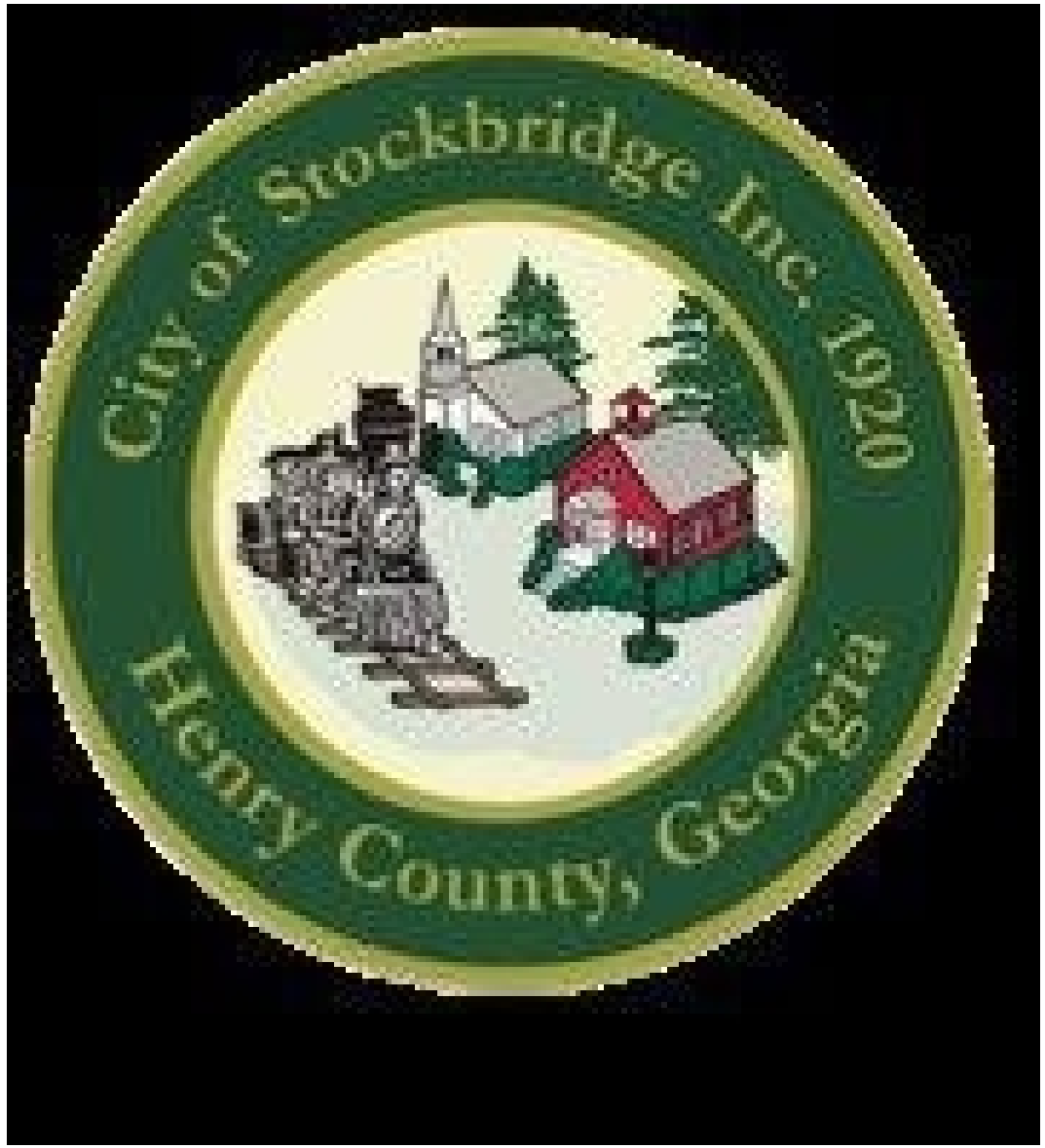
Planning Commission – August 25, 2022

City Council – October 10, 2022

By:

City of Stockbridge Community Development Department,

Planning and Zoning Division

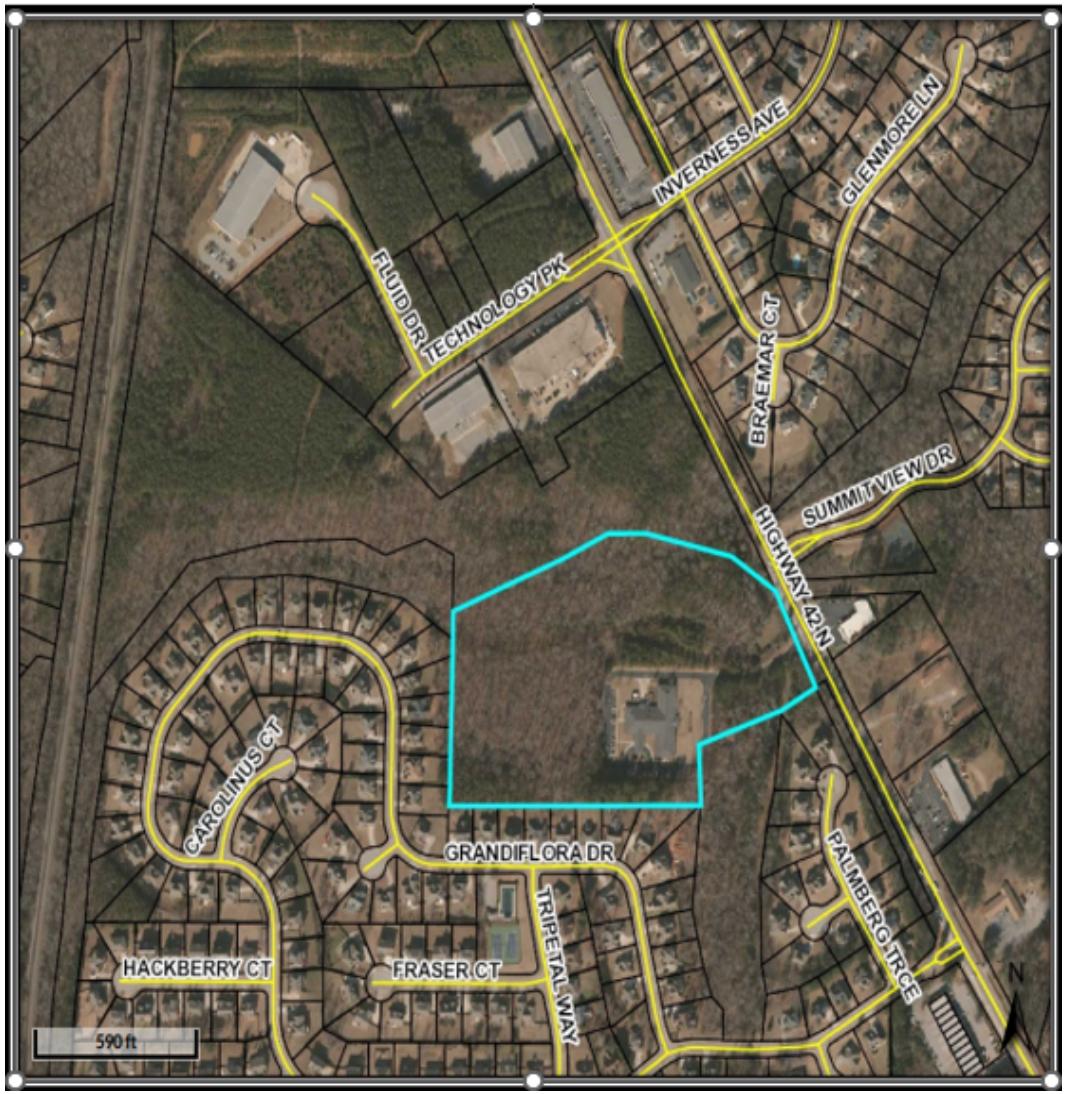


AERIAL PHOTOGRAPH OF SUBJECT PROPERTY:

Outside the City; to Be Annexed

Parcel #071-01034012 at 2125 Highway 42 North

With 20.00 +/- Acres



PURPOSE

APPLICANT'S REQUEST -- Consider a petition to annex 22.01 +/- acres of land at 2125 Highway 42 North within unincorporated Henry County, located in Land Lot 31+ of District 7, and comprising Parcel #071-01034012.

The application by S3 Capital Investments, LLC, is represented by Battle Law, P.C., as part of a development proposal to include Parcel #071-01034014 within the Stockbridge City Limits at Highway 42 North and Technology Parkway.

BACKGROUND INFORMATION

CATEGORY	FINDINGS
Proposed Development	Independent living / age-restricted residential development.
Site Address	1225 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Parcel #071-01034012 in unincorporated Henry County.
Parcel Acreage	20.01 +/- acres.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	N/A
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	N/A
Current Use	Southern Crescent Rehabilitation & Retirement Center.
Surrounding Land Uses	~ North—Vacant land. ~ South and West—Magnolias at Eagles Landing Subdivision. ~ East—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

PROJECT DESCRIPTION

Proposed Development -- Independent living / age-restricted residential development proposal, to include both parcels. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, and the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. Tract 2, which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

Companion Applications – To allow for the proposed development, the applicant has also applied for a Rezoning of the subject property via RZ-2022-02, from Henry County's 'MU' (Mixed Use) to the City's 'PUD' (Planned Unit Development); as well as a Comprehensive Plan Amendment via CP-2022-02, to change the property's land use designation from Henry County's 'MIX' (Mixed Use) to the City's 'High-Density Residential'. Further, the applicant would need to apply for a Recombination Plat to combine the two parcels.

Applicant's Conceptual Site Plan -- Shows that three accesses would be provided into the proposed development: 1) the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; 2) a new entrance off Highway 42 North, across from Glenmore Lane; and 3) the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Amenities -- Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond.

Rendering -- The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

OTHER FINDINGS OF FACT

1. **Companion Applications--The applicant has also applied for a Comprehensive Plan Amendment (CP-2022-02) and a rezoning of the property (RZ-2022-02).**

2. **Combination of Two Parcels--The applicant seeks to combine the subject property with Parcel # 071-01034014 to the north, within the Stockbridge City Limits, for which a Recombination Plat application will be required.**

3. **Existing Stream Between Parcels--A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.**

4. **Previous Henry County Rezoning—The property was rezoned by Henry County last year (Case #RZ-21-18 on 7/20/21) from 'OI' (Office-Institutional) to 'MU' (Mixed-Use), with twenty-four (24) Zoning Conditions. The Stockbridge Community Development Department has identified nineteen (19) of them which are applicable to the proposed development, and which comply with the City's Unified Development Code (UDC).**

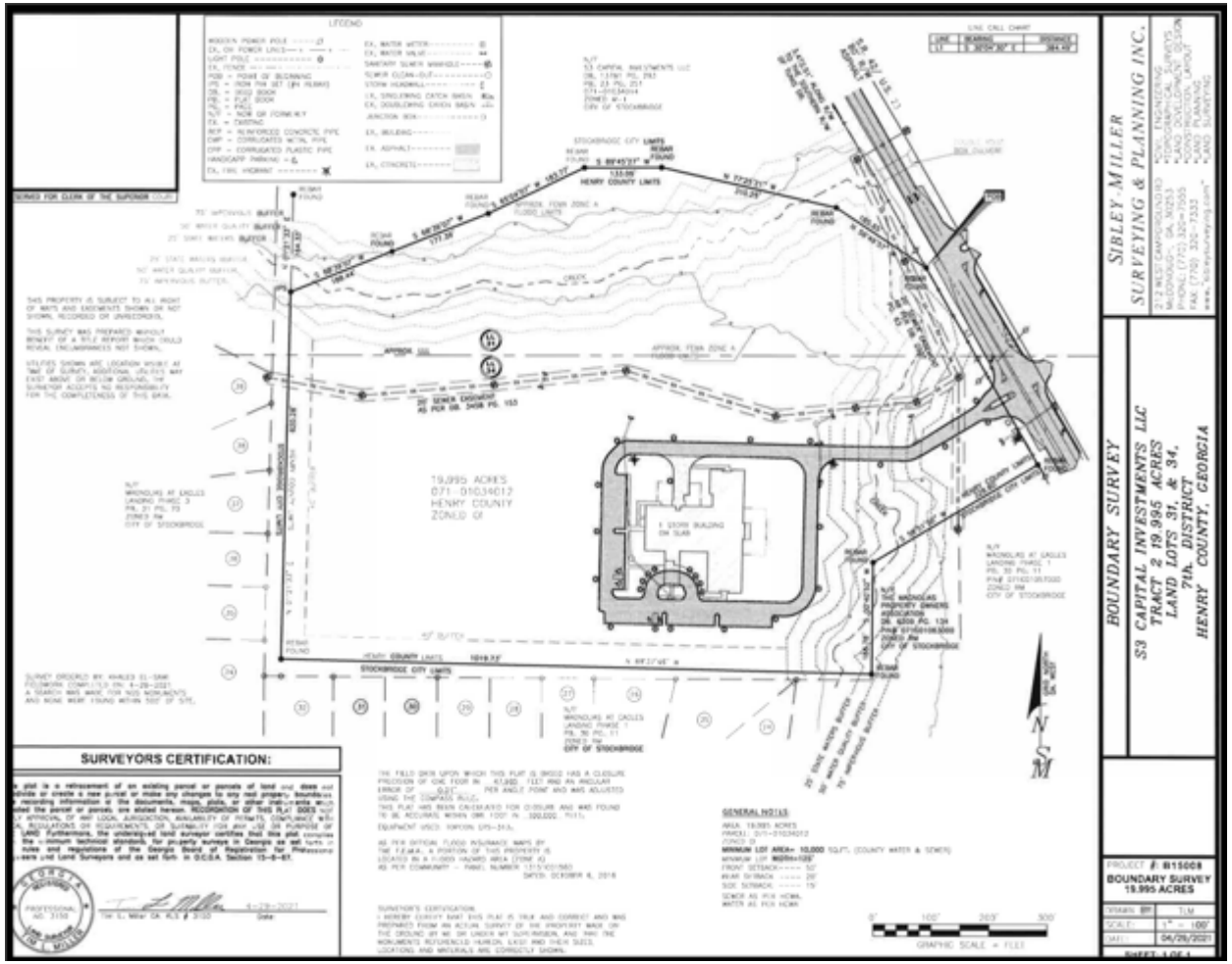
BOUNDARY SURVEY

Subject Property:

2125 Highway 42 NorthParcel #071-01034012

a.k.a. “Tract 1”

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



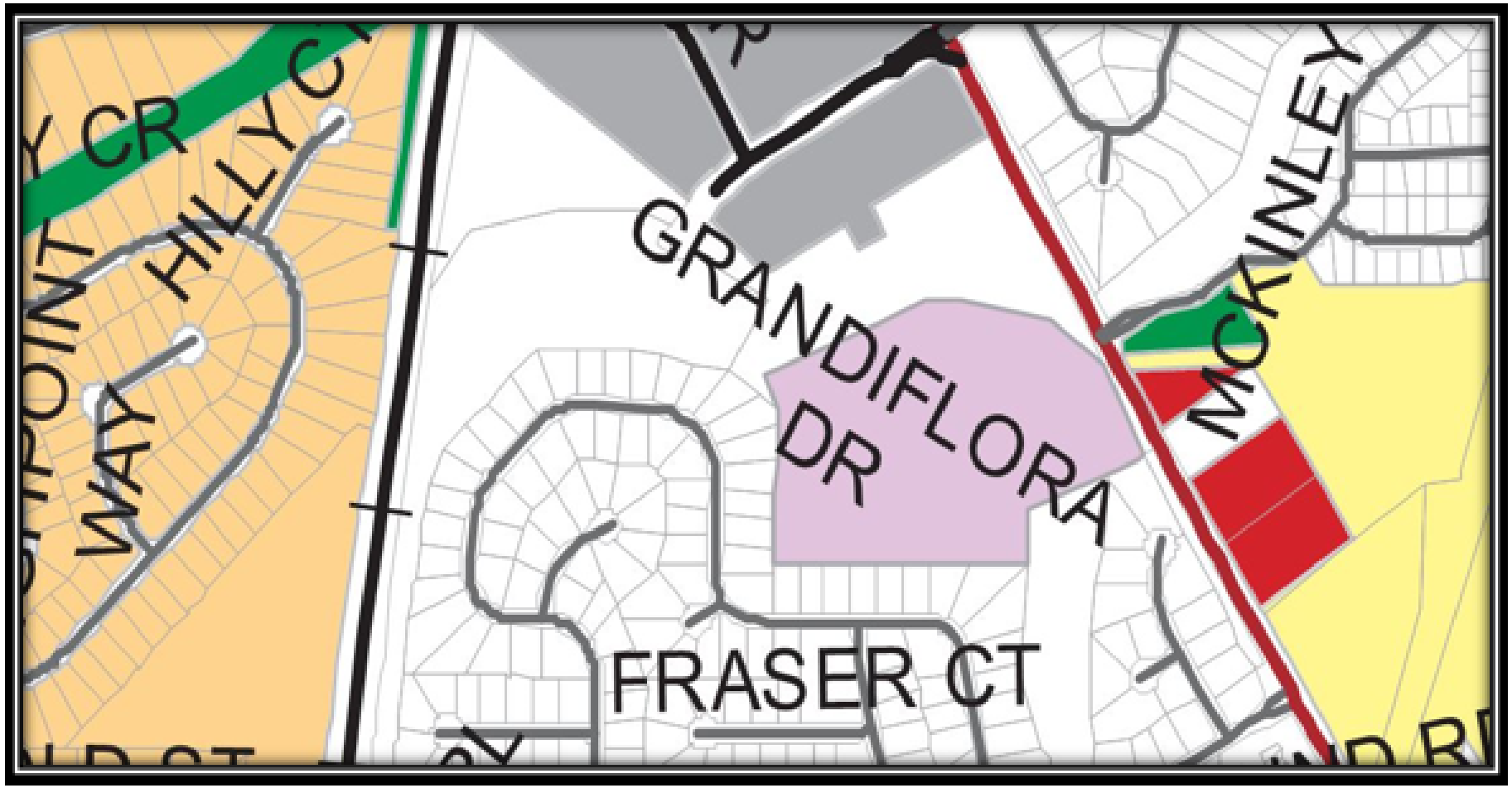
HENRY COUNTY ZONING MAP

The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).

HENRY COUNTY LAND USE DESIGNATION MAP

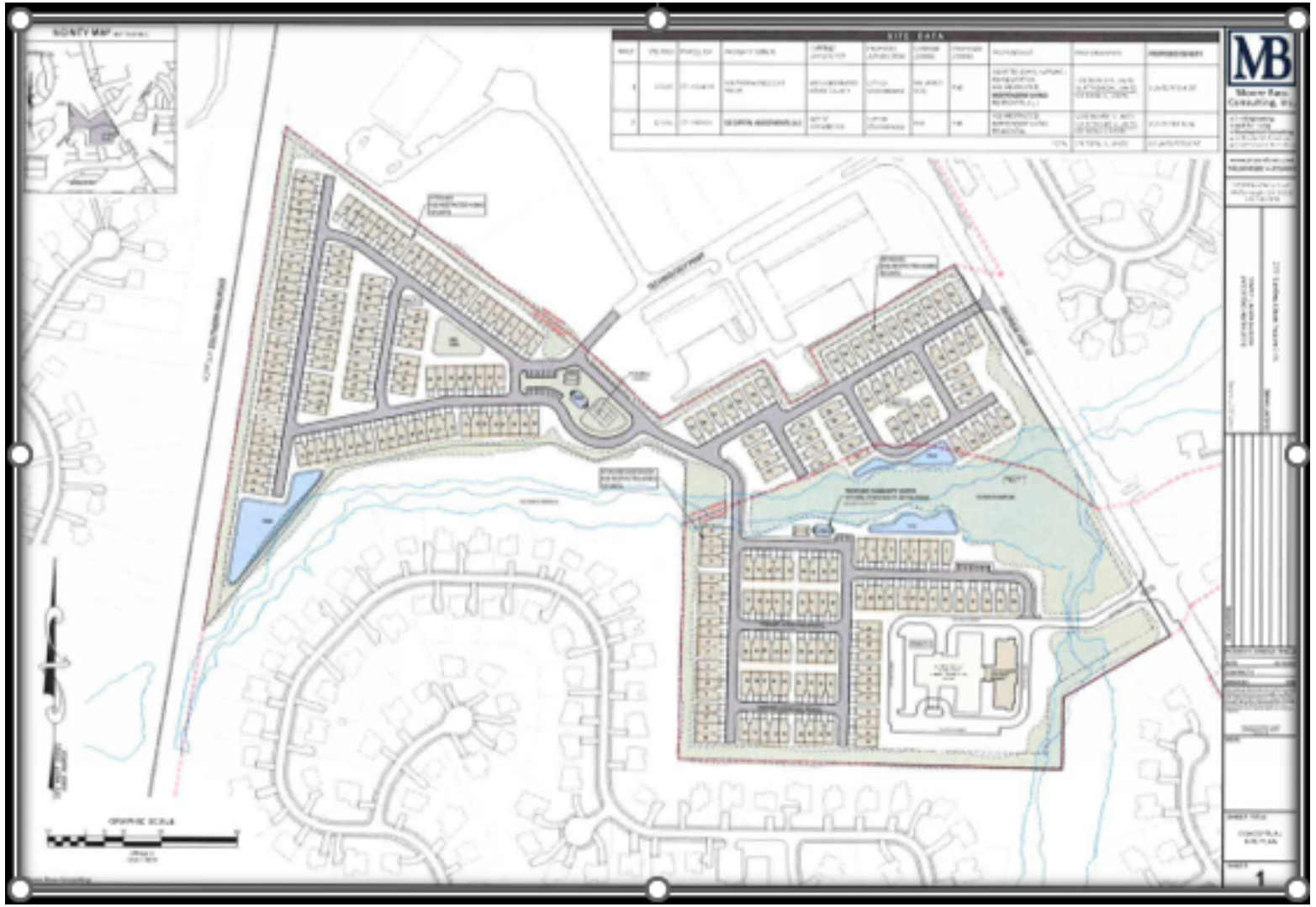
From the Henry County Comprehensive Plan

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.

ANALYSIS OF REQUEST – Page One

1. **Contiguous with the City --** The subject property is contiguous with Parcel #071-01034014 to the north, which would be combined with the subject property to form the overall proposed development.

2. **Provision of Services --** Water and sewer services are provided by the Henry County Water Authority. Fire and EMS services are provided by Henry County. Electricity is provided by Georgia Power Company. Police services are provided by Henry County, but this would change to the City of Stockbridge.

3. **Proposed Urban Development --** The applicant proposes to maintain the existing rehabilitation and rehabilitation facility, and to construct 100 "independent living" units on the subject property.

4. **Consistency with the City's Comprehensive Plan –** The subject property is located outside of the City. It has a Henry County land use designation of 'MIX' (Mixed-Use). The adjacent Tract 2 to the north, which would be combined with the subject property for the proposed development, has land use designations of 'Low-Density Residential' and 'Light Industrial'. Although the applicant's proposed Comprehensive Plan Amendment of the subject property to 'High-Density Residential' would not be compatible with these designations, the applicant also seeks to change the land use designations of Tract 2 to 'High-Density Residential'.

5. **Consistency with Adjoining City Zoning --** The proposed annexed property does not share a common zoning classification with the adjoining City property. However, the applicant seeks to rezone both properties to 'PUD' (Planned Unit Development).

ANALYSIS OF REQUEST – Page Two

6. **Potential Positive Effects --** The developer would maintain the existing Southern Crescent Rehabilitation & Rehabilitation Center. Since many of the proposed residential units would be located to the rear of this facility or at the end of Technology Parkway, they may not be visible from Highway 42 North.

7. **Physical Site Suitability --** The subject property is already developed with the existing Southern Crescent Rehabilitation & Retirement Center. The Conceptual Site Plan shows the presence of a stream, which would be traversed by a proposed internal street. A large open space area would be designated along the stream, which should be preserved.

8. **Impact on Adjacent Property Owners --** To the south and west of the subject property lies The Magnolias at Eagles Landing Subdivision, which appears to be fully developed. The proposed residential units would be near the lots in that subdivision, but a significant buffer is shown on the site plan. It may be prudent for the developer to also install a fence along the perimeter of the property.

9. **Impacts on City Infrastructure --** A letter from the Henry County Water Authority, dated May 23, 2022, stated that water service, sewage treatment, and sewer line capacity are all available for the subject property. However, it further states that the proposed site plan would be "in conflict" with an existing 8-inch sewer line, and that the sewer would need to be relocated at the developer's expense. In addition, an easement would be required to access the sewer line from Highway 42 North.

10. **Traffic and Transportation Impacts –** The developer should coordinate with Henry County DOT & Georgia DOT regarding possible intersection improvements at Highway 42 North and Technology Parkway. The City's Fire Marshal approved the proposed new entrance off Highway 42 North and the internal site circulation. A deceleration should be added, though, at the new entrance.

11. **Environmental Impacts –** The developer would need to coordinate with City engineers and other environmental officials regarding a bridge crossing over the existing stream, as well as the protection of sensitive floodplain areas.

CONCLUSIONS

CONCLUSIONS:

1. **Reasonableness of Requested Annexation--The proposed annexation is reasonable in view of the following:**

   a. **The applicant's plans to include the subject parcel with the adjacent parcel for a proposed independent living/age-restricted development traversing both parcels;**

   b. **The surrounding land uses and conditions; and**

   c. **The satisfactory findings of the eleven (11) Analysis criteria above.**

2. **Needed Zoning Conditions -- It would be appropriate to require nineteen (19) of the twenty-four (24) Zoning Conditions that were required by Henry County in the RZ-21-18 rezoning approval of this property last year, which comply with the City's UDC, and which are suitable for the proposed development on the subject property.**

STAFF RECOMMENDATION—Page One

RECOMMENDATION --The Community Development Staff recommends APPROVAL WITH CONDITIONS for the proposed annexation of the subject property at 2125 Highway 42 North into the Stockbridge City Limits, conditioned upon the following nineteen (19) Zoning Conditions:

1. The uses of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.

2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and they shall have a deceleration lane and an acceleration taper which are designed and constructed to Henry County DOT's standards.

3. All disturbed areas shall be sodded, except where landscaping is present or installed.

4. The residential portion of the development shall consist of cluster single-family attached and detached units only. The total number of dwelling units shall be limited to one hundred (100). Compliance with zoning conditions and development standards may further limit the number of dwelling units.

5. An on-site amenity package shall be provided, and it shall consist of at least the following:

a. A Community Center which includes, at a minimum, a fitness facility, a meeting room, and a business center.
b. Two (2) cabanas.
c. Two (2) swimming pools.
d. Two (2) outdoor recreation areas, including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.

6. The Community Center shall be completed prior to the issuance of the fiftieth (50^{th}) building permit of a single-family attached or detached dwelling unit.

STAFF RECOMMENDATION—Page Two

7. The residential portion of the development shall comply with Section 3.2.35 of the City's Unified Development Code (UDC) regarding the provision of single-family senior adult housing.

8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.

9. Any approved development permit shall be limited to a maximum of sixty (60) dwelling units until the proposed access point to the north, as depicted on the RZ-21-18 rezoning site plan, dated April 9, 2021, is designed and constructed to the standards of Henry County DOT and the City of Stockbridge, and it connects to an already-existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution, or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.

10. The subject property shall not, at any time, be developed as a traditional single-family and/or multifamily residential development (even if it is age-marketed or age-targeted), or any other type of residential community that does not require each single-family attached or detached unit to house an individual who requires a level of care that is provided by the assisted living facility.

11. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, which is currently Southern Crescent Rehab & Retirement Co., Inc., as per current public tax records.

12. A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to Georgia DOT of the site's existing access, per Georgia DOT's requirements. The developer/owner shall be responsible to provide all of the indicated improvements that are required by the City of Stockbridge Unified Development Code (UDC).

STAFF RECOMMENDATION—Page Three

13. The dwelling units shall have a minimum of 1,200 square feet, with a running minimum average of 1,800 square feet.

14. The dwelling units shall be Craftsman style, as approved by the Community Development Department, and they shall have a water table that is at least three (3) feet high, consisting of brick or similar materials.

15. Each dwelling unit shall have a garage. Garages shall be setback by a minimum of twelve inches (12”) from the front dripline of the home. Greater than 50 percent of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding that is complimentary to the exterior of the homes.

16. An adequate number of dwelling units shall be reserved for those leaving the care of assisted living, who are needing transitional living arrangements.

17. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a fence that is four (4) feet high, at a minimum, and shall be included in the common area to be maintained by the HOA.

18. An HOA shall be required, and it shall maintain the common areas and building exteriors.

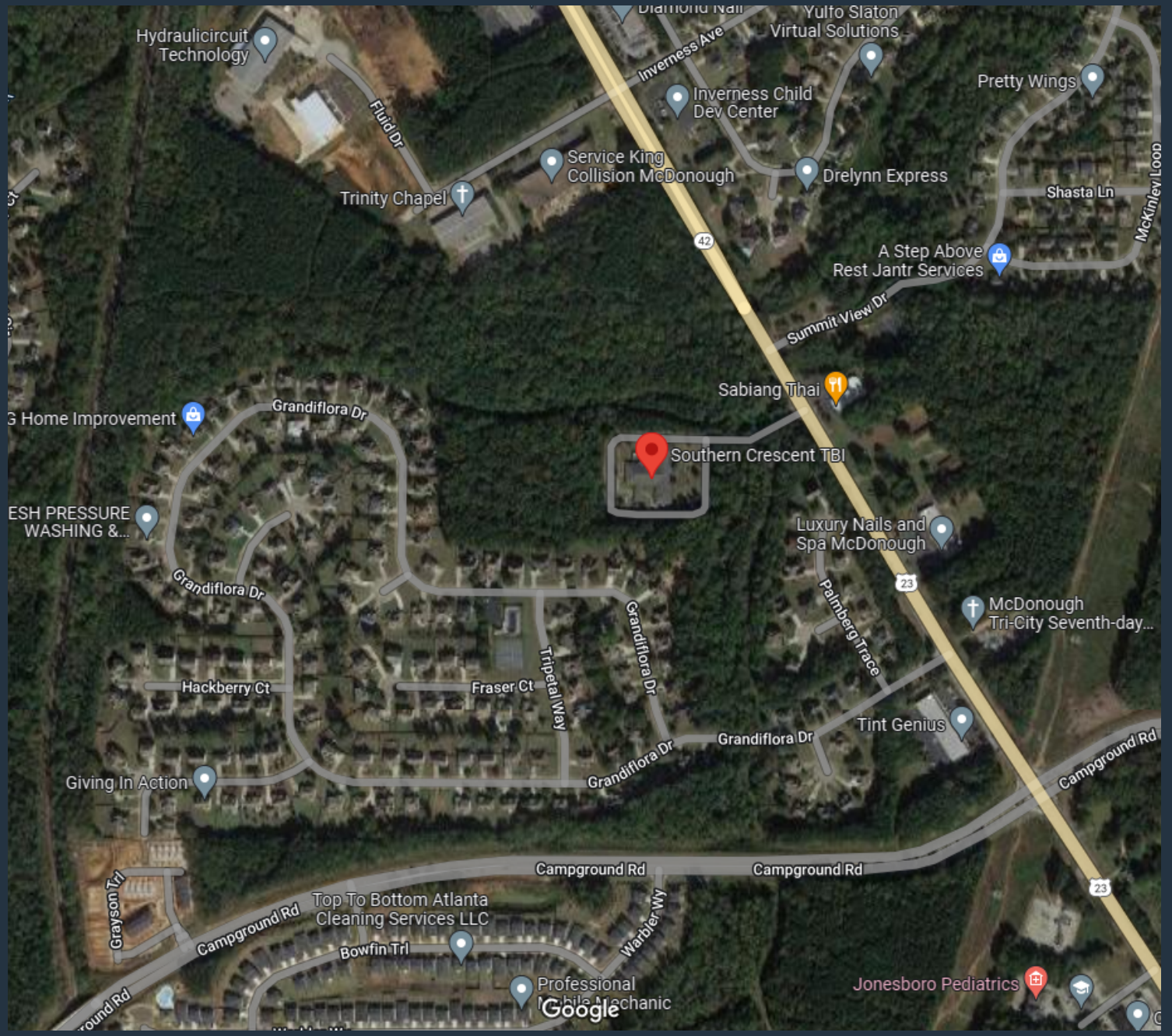
19. Interior sidewalks shall be a minimum of eight (8) feet wide. Exterior sidewalks along Highway 42 shall be a minimum often (10) feet wide.

Battle Law

2125 Highway 42 North,
Henry County, GA

Rezoning

LOCATION


Hydraulicircuit Technology
Fluid Dr
Inverness Ave
Yulfo Slaton Virtual Solutions
Pretty Wings
Inverness Child Dev Center
Service King Collision McDonough
Drelynn Express
Trinity Chapel
Shasta Ln
McKinley Loop
42
A Step Above Rest Jantr Services
Summit View Dr
Sabiang Thai
Grandiflora Dr
Home Improvement
Southern Crescent TBI
ESH PRESSURE WASHING &...
Luxury Nails and Spa McDonough
Palmberg Trace
23
McDonough Tri-City Seventh-day...
Hackberry Ct
Fraser Ct
Tripetal Way
Tint Genius
Giving In Action
Campground Rd
Grayson Trl
Top To Bottom Atlanta Cleaning Services LLC
Bowfin Trl
Warbler Wy
Professional
Jonesboro Pediatrics
Google

Southern Crescent TBI Center

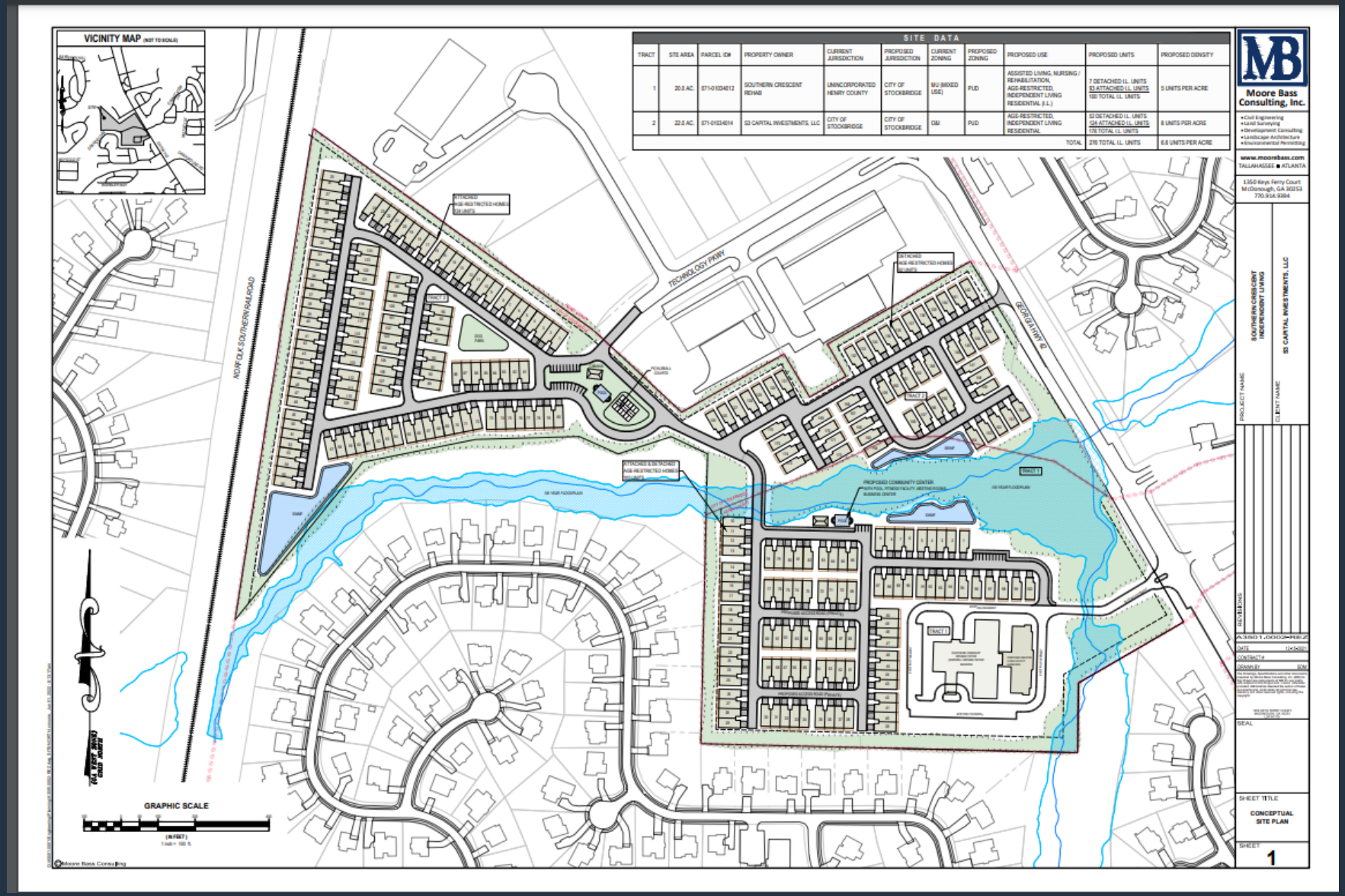
- **About Southern Crescent TBI**
-
- SCTBI is a cutting edge in-patient healthcare facility that is dedicated to providing medical and rehabilitation services for individuals who have suffered a traumatic or acquired brain injury.

GOAL

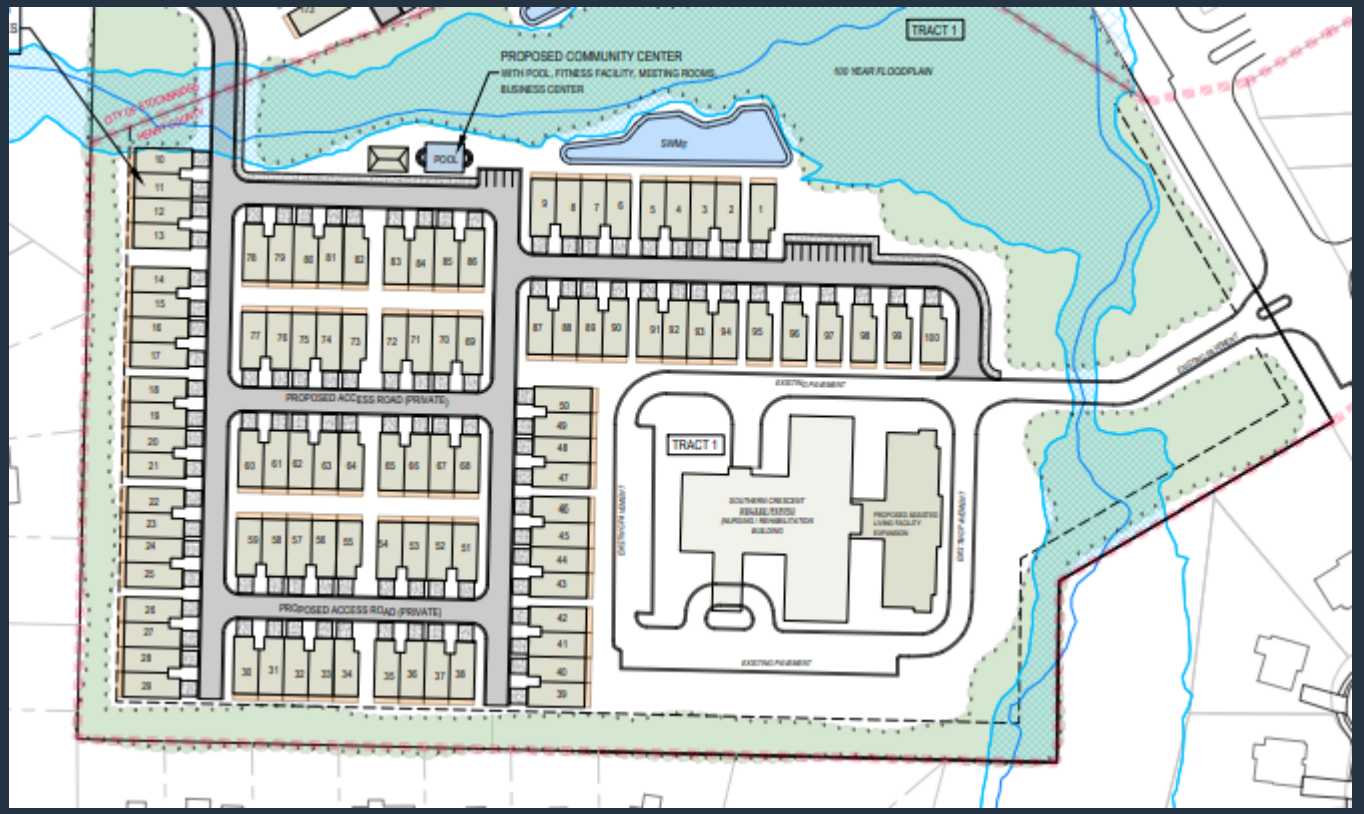
- TO PROVIDE QUALITY SENIOR HOUSING WITHIN THE CITY OF STOCKBRIDGE THAT IS SECOND TO NONE AT AFFORDABLE RATES

SITE PLAN

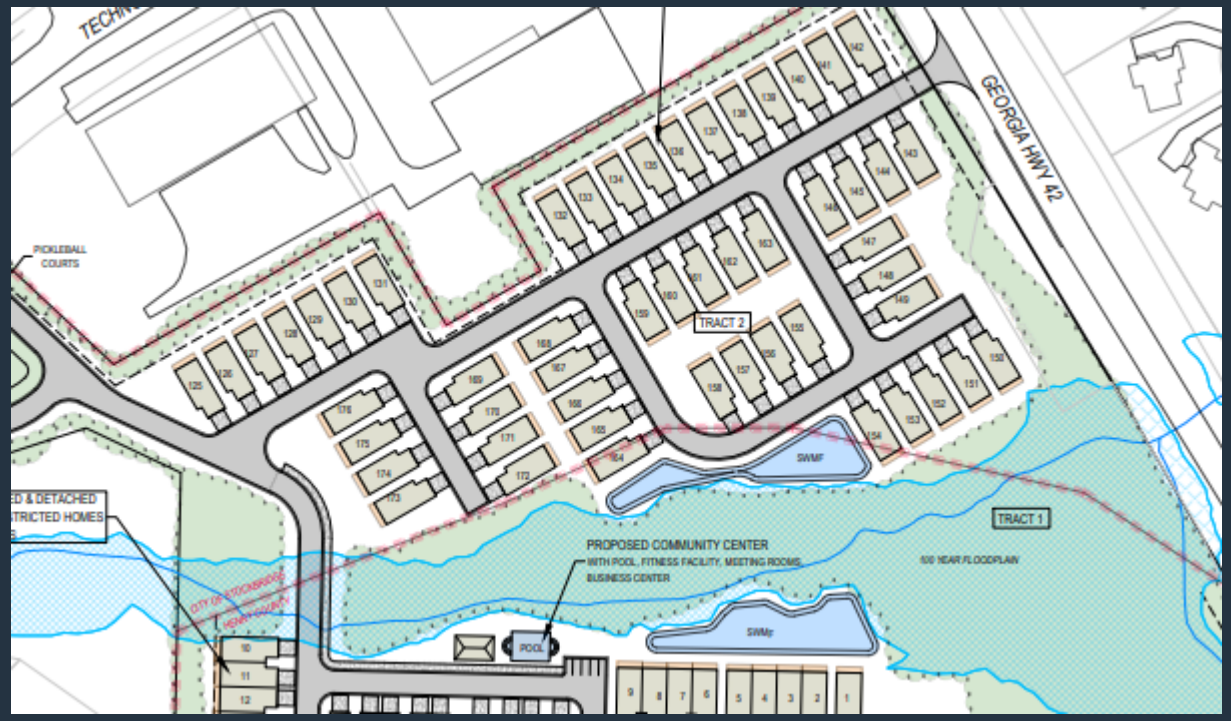
- Age Restricted Community for 55 and Older
- 224 Townhome units
- 52 Single-Family Detached units



POD I


TRACT 1
PROPOSED COMMUNITY CENTER
WITH POOL, FITNESS FACILITY, MEETING ROOMS,
BUSINESS CENTER
100 YEAR FLOODPLAIN
POOL
SWMF
PROPOSED ACCESS ROAD (PRIVATE)
PROPOSED ACCESS ROAD (PRIVATE)
TRACT 1
EXISTING PAVEMENT

POD II


GEORGIA HWY 42
PICKLEBALL COURTS
TRACT 2
TRACT 1
SWMF
SWMp
PROPOSED COMMUNITY CENTER
WITH POOL, FITNESS FACILITY, MEETING ROOMS, BUSINESS CENTER
POOL
100 YEAR FLOODPLAIN

POD III

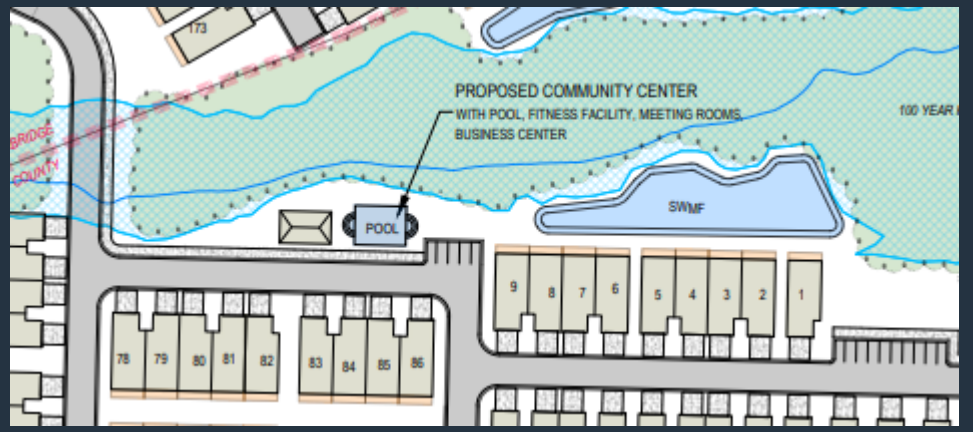
2
22.0 AC.
ATTACHED
AGE-RESTRICTED HOMES
124 UNITS
TRACT 2
DOG
PARK
CABANA
POOL
PICKLEBALL
COURTS
TECHNOLOGY PKWY
NORFOLK SOUTHERN RAILROAD
ATTACHED & DETACHED
AGE-RESTRICTED HOMES
100 UNITS
100 YEAR FLOODPLAIN
SWMF

SITE DATA

SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
								TOTAL	276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

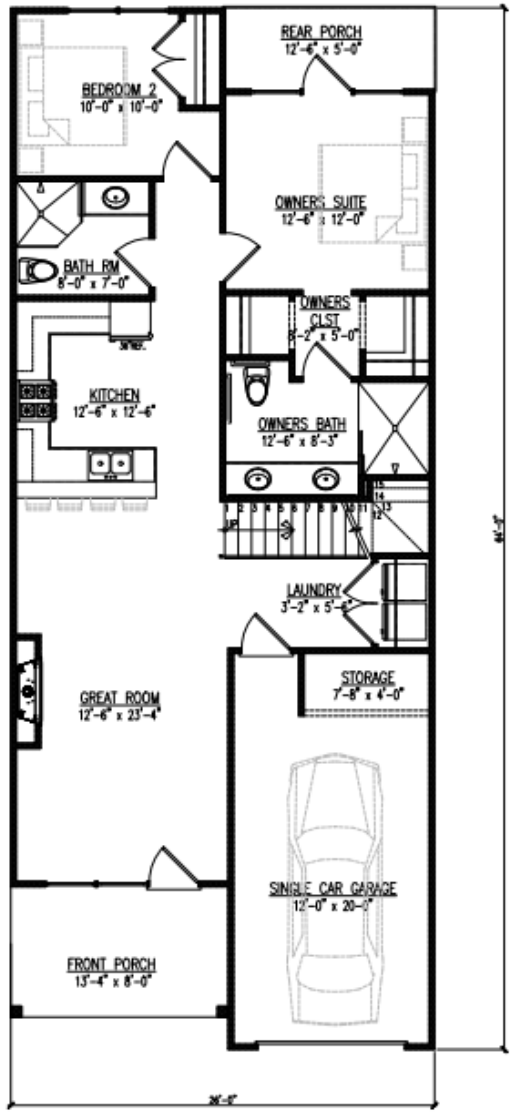
ELEVATION (PHASE 1)

AMENITY AREAS



PROPOSED AMENITIES

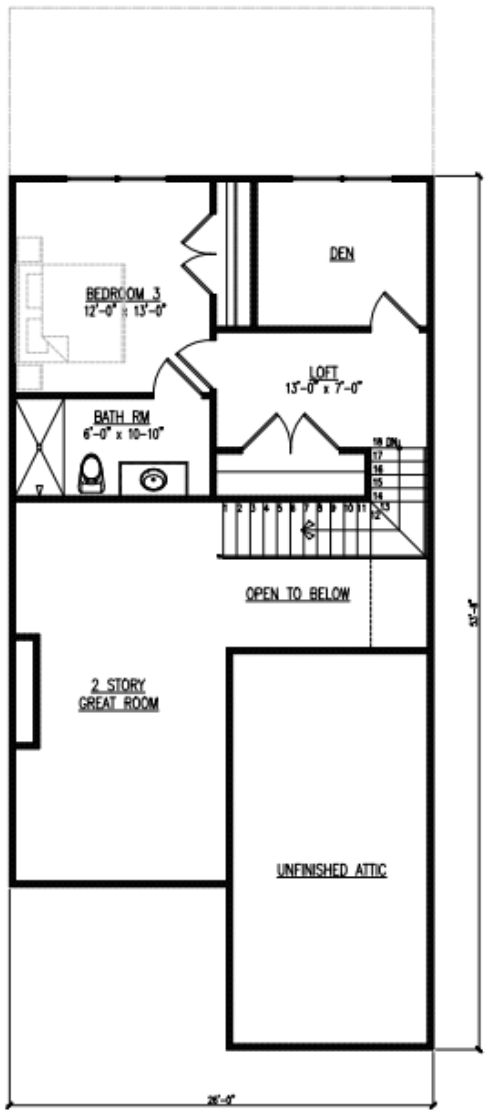
1. Two community center/clubhouses
    - *Library*
    - *Small Theater*
    - *Live Music*
    - *Meeting Rooms and Business Center*
2. Heated indoor and outdoor swimming pools
3. Walking Trail
4. Pickle Ball Courts
5. Dog Park
6. 100% Lawn Maintenance
7. Mandatory HOA with no rentals allowed expect by the Declarant under the Declaration of Restrictive Covenants
8. Access to medical services for a fee



1 MAIN FLOOR PLAN - 3 BED ROOM UNIT

MAIN LEVEL: 1,133 SQ. FT. (1,620 TOTAL SQ. FT)

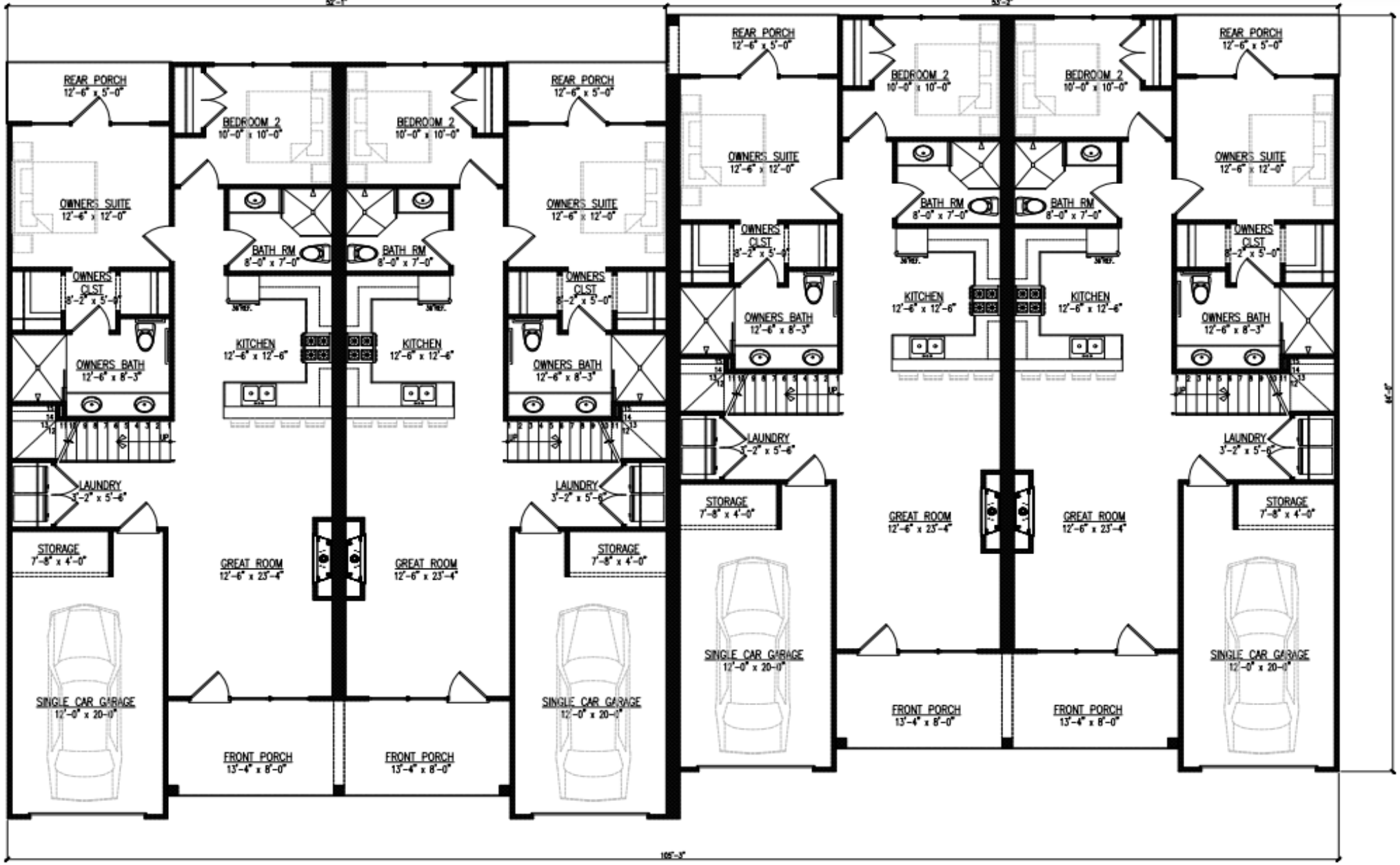
LOGAN DESIGN GROUP ARCHITECTS



2 UPPER FLOOR PLAN - 3 BED ROOM UNIT

UPPER LEVEL: 487 SQ. FT.(1,620 TOTAL SQ. FT)

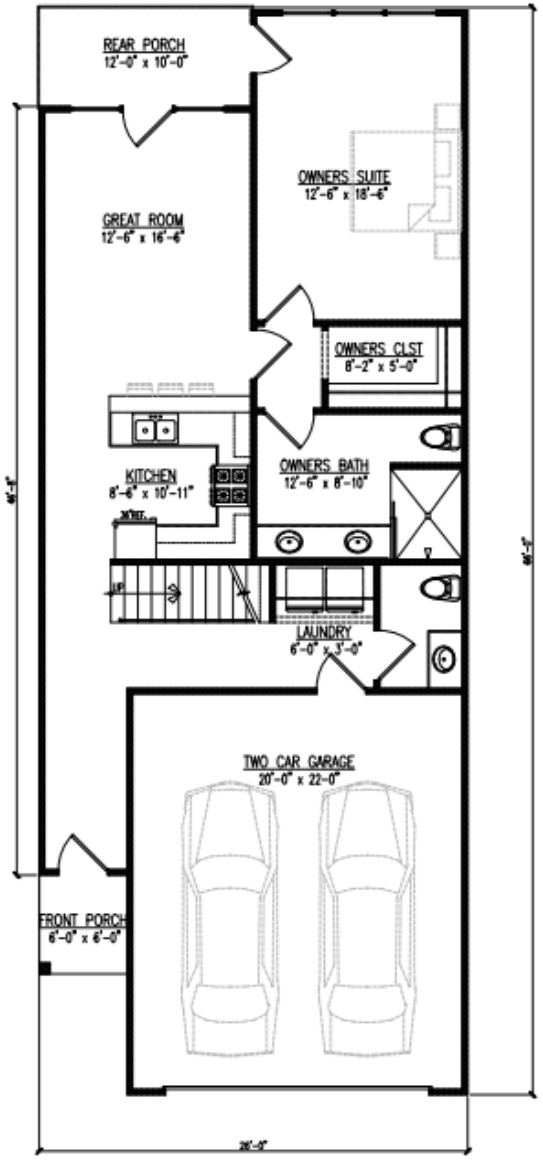
LOGAN DESIGN GROUP ARCHITECTS



1 MAIN FLOOR PLAN - 3 BED ROOM UNIT

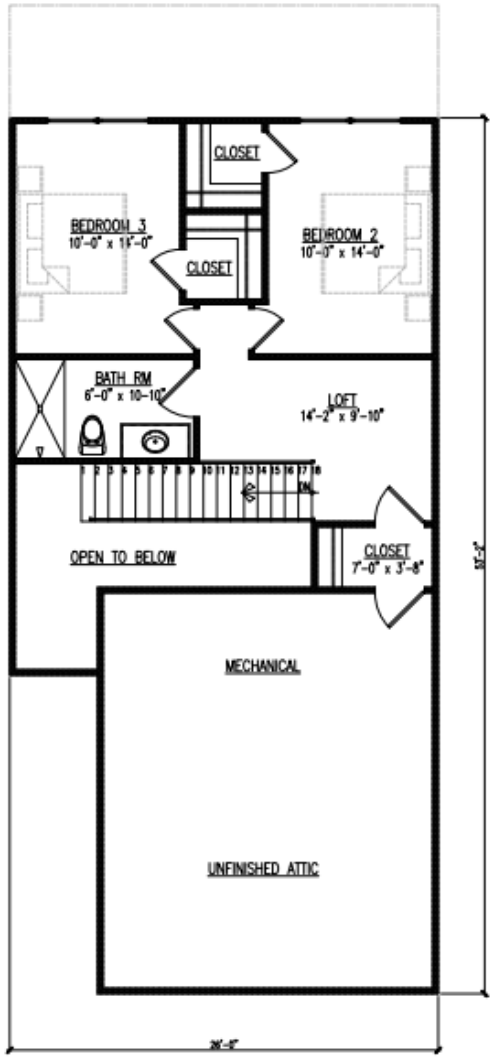
4 UNIT BUILDING

LOGAN DESIGN GROUP ARCHITECTS



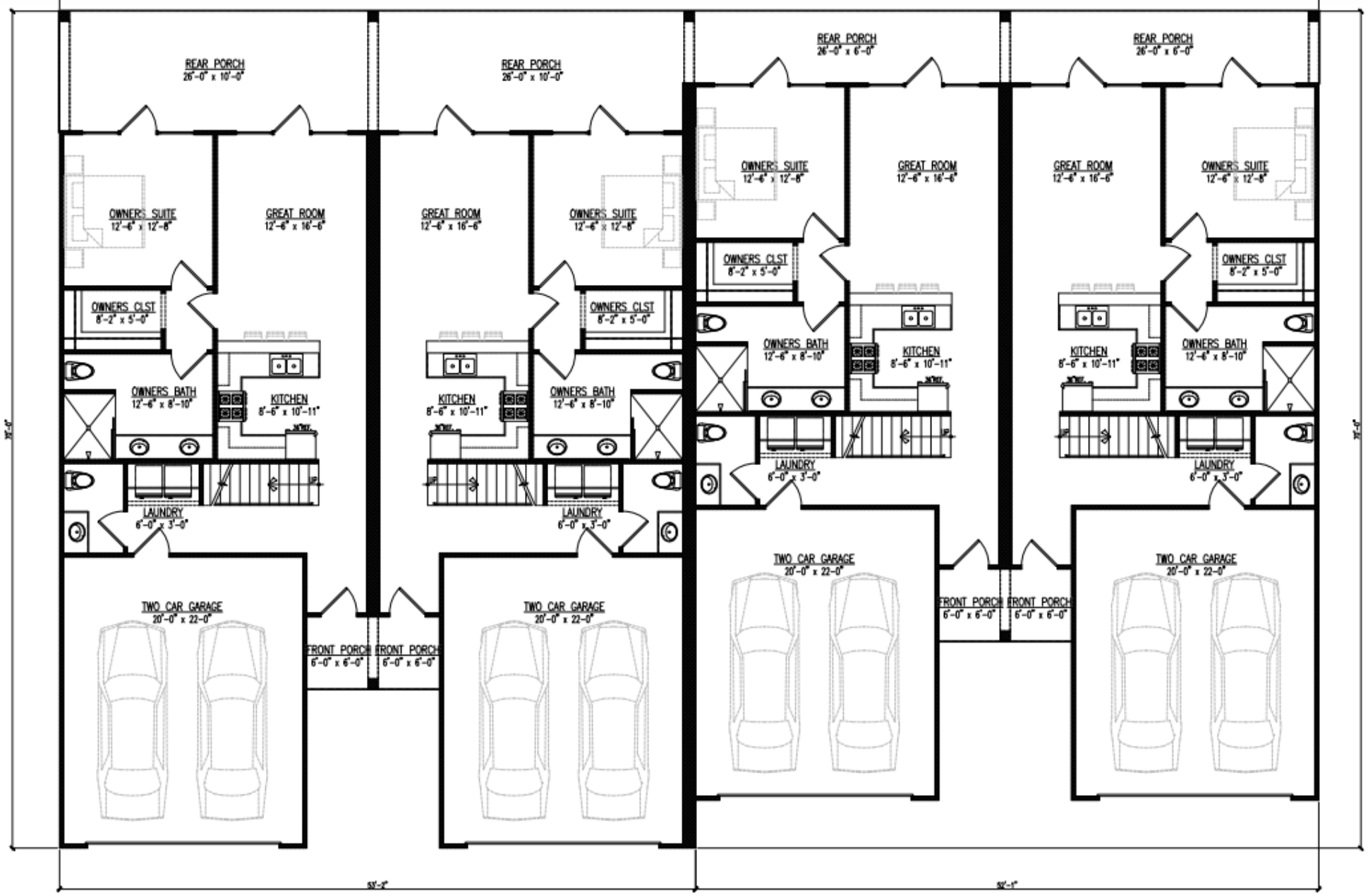
1 MAIN FLOOR PLAN - 3 BED ROOM UNIT

MAIN LEVEL:1015 SQ. FT. (1,592 TOTAL SQ. FT)



2 UPPER FLOOR PLAN - 3 BED ROOM UNIT

UPPER LEVEL:577 SQ. FT.(1,592 TOTAL SQ. FT)



1 MAIN FLOOR PLAN - 3 BEDROOM LAYOUT
4 UNIT BUILDING

LOGAN DESIGN GROUP ARCHITECTS

Frequently Asked...

- Proposed building materials: Brick and Siding
- Unit sizes: 1600 sf
- Number of bedrooms: 2 & 3
- Garages available: Yes, 1 & 2 cars
- Amenities: Two pools, two community centers which will include libraries, a wellness center, walking trail, and on-demand (paid) medical services
- Anticipated price: Low $300,000s
- When do you anticipate the first units being available for sale/rent?: 2023
- Who will these units be primarily marked to?: 55+ age restricted

qPublic.net™ Henry County, GA

Legend

- Parcels
- Roads

Parcel ID	071-01034012	**Class**	C	**Owner**	SOUTHERN CRESCENT REHAB & RETIREMENT CO INC 2125 HIGHWAY 42 NORTH MCDONOUGH GA 30253	**Land Value:**	$1,500,000				
Property Address	2125 HIGHWAY 42 N	**Acreage**	20			**Building Value:**	$2,093,300	**Last 2 Sales**			
District	County/UnIncorp					**Misc Value:**	$40,500	**Date**	**Price**	**Reason**	**Qual**
								11/1/2000	$0	n/a	U
								10/17/1997	$475,000	n/a	Q
						Total Value:	$3,633,800				

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022
Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by Schneider GEOSPATIAL

qPublic.net™ Henry County, GA

Overview

Legend

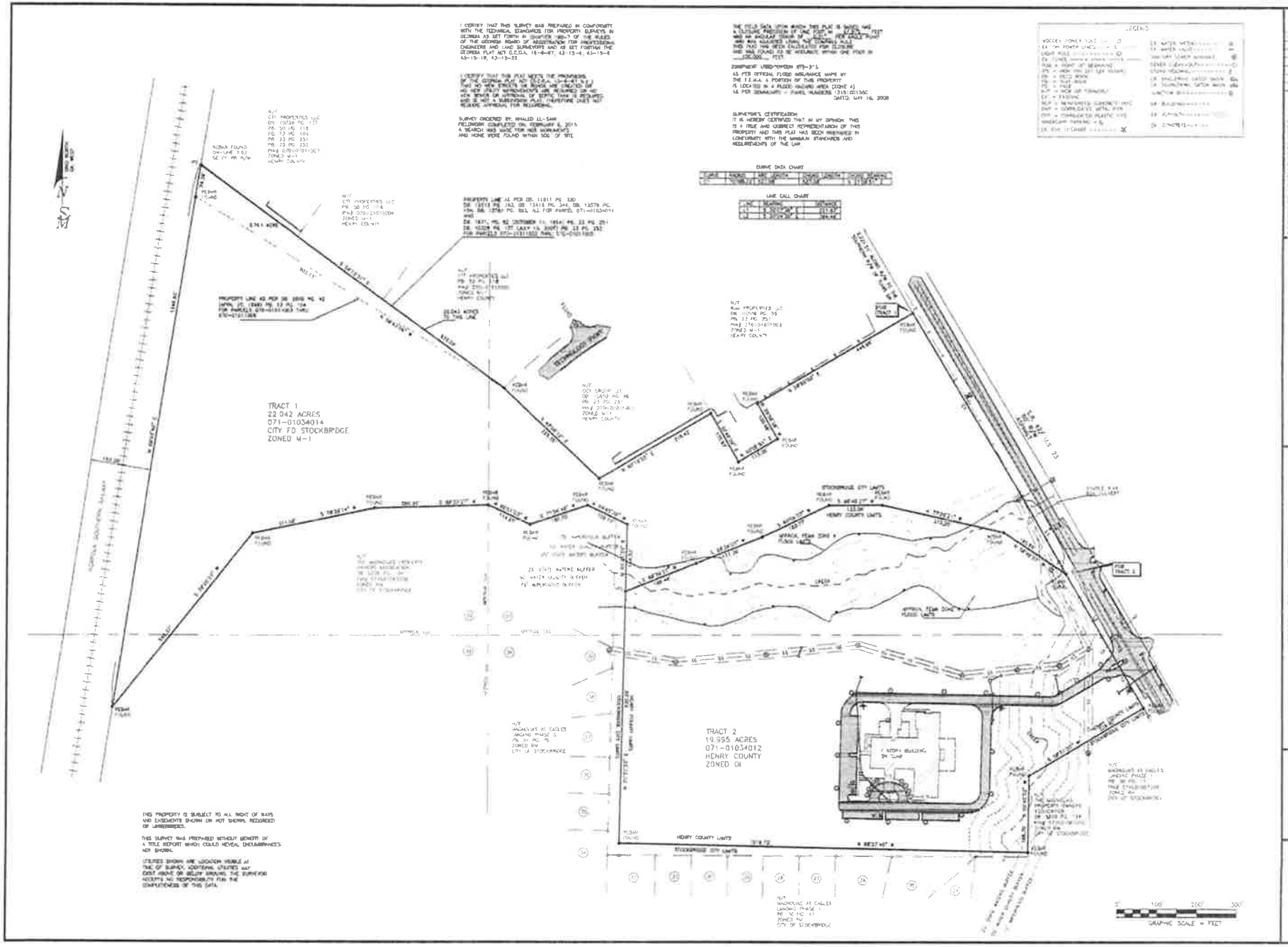
- Parcels
- Roads

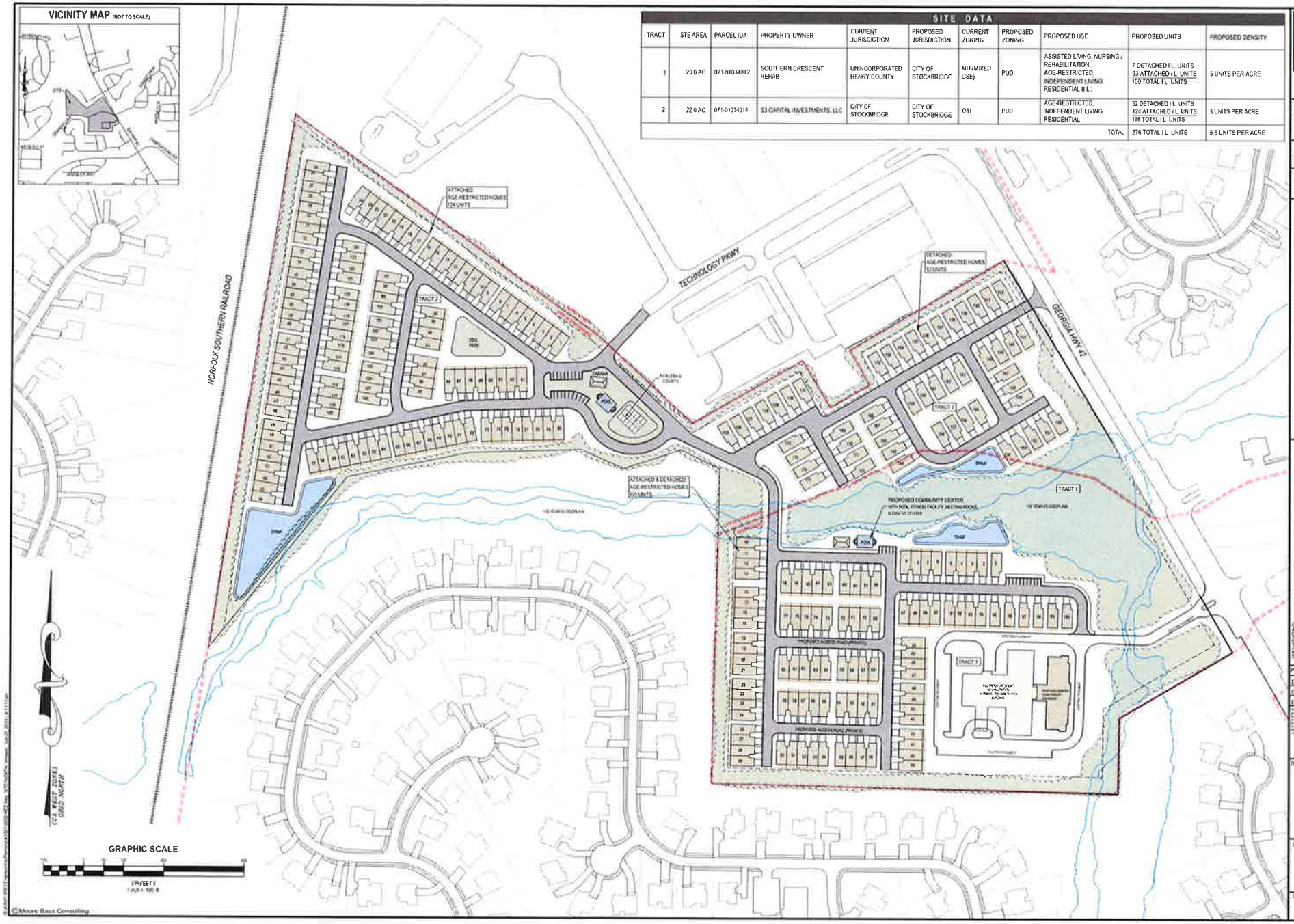
Parcel ID	071-01034014	**Class**	I	**Owner**	S3 CAPITAL	**Land Value:**	$649,400			
Property Address		**Acreage**	22.01	**Address**	INVESTMENTS LLC 2125 HIGHWAY 42 N MCDONOUGH GA 30253	**Building Value:**	$0	**Last 2 Sales**		
District	City/Stockbridge					**Misc Value:**	$0	**Date**	**Price**	**Reason**	**Qual**
								10/16/2014	$110,000	OTHER	U
								5/19/2014	$0	FAMLY/GIFT	U
						Total Value:	$649,400			

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022
Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by Schneider GEOSPATIAL


I CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, 43-15-4, 43-15-6 43-15-19, 43-15-22
I CERTIFY THAT THIS PLAT MEETS THE PROVISIONS OF THE GEORGIA PLAT ACT O.C.G.A. 15-6-67 & 68 AND NO NEW STREETS OR RIGHTS ARE CREATED OR NO NEW UTILITY IMPROVEMENTS ARE PROPOSED OR NO NEW SEWER OR APPROVAL OF SEPTIC TANK IS REQUIRED AND IS NOT A SUBDIVISION PLAT, THEREFORE DOES NOT REQUIRE APPROVAL FOR RECORDING.
SURVEY ORDERED BY: KHALED EL-SAHN
FIELDWORK COMPLETED ON: FEBRUARY 6, 2015
A SEARCH WAS MADE FOR NEW MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN ____ FEET AND AN ANGULAR ERROR OF ____ PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN ____ FEET.
COMPONENT USED/TOPCON GTS-3'S
AS PER OFFICIAL FLOOD INSURANCE MAPS MY THE F.E.M.A. & PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER (SEMILAR?) - PANEL NUMBERS 13151C0134C DATED: MAY 16, 2008
SURVEYOR'S CERTIFICATION
IT IS HEREBY CERTIFIED THAT IN MY OPINION THIS IS A TRUE AND CORRECT REPRESENTATION OF THIS PROPERTY AND THIS PLAT HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW
LEGEND
CURVE DATA CHART
LINE CALL CHART
TRACT 1
22.042 ACRES
071-01034014
CITY OF STOCKBRIDGE
ZONED M-1
TRACT 2
19.955 ACRES
071-01034012
HENRY COUNTY
ZONED OI
PROPERTY LINE AS PER DB. 11811 PG. 330
DB. 13513 PG. 183, DB 13418 PG. 344, DB. 13578 PG.
AND
DB. 11811, PG. 82 (DECEMBER 11, 1984) PB. 33 PG. 251
DB. 10329 PG. 127, (MAY 10, 2007) PB. 33 PG. 252
FOR PARCELS 071-01031002 THRU 071-01031005
N/F
CITI PROPERTIES, LLC
DB. 10730 PG. 139
PB. 33 PG. 118
PB. 33 PG. 104
PB. 33 PG. 251
PB. 73 PG. 253
PARCEL 071-01031001
ZONED M-1
HENRY COUNTY
N/F
CITI PROPERTIES, LLC
PB. 33 PG. 118
PARCEL 071-01031004
ZONED M-1
HENRY COUNTY
N/F
RLW PROPERTIES, LLC
DB. 11709 PG. 36
PB. 33 PG. 251
PARCEL 071-01031002
ZONED M-1
HENRY COUNTY
N/F
COX CABLE, LLC
DB. 12672 PG. 96
PB. 33 PG. 73
PARCEL 071-01031001
ZONED M-1
HENRY COUNTY
N/F
MAGNOLIAS AT EAGLES LANDING PHASE 3
PB. 33 PG. 76
ZONED RM
CITY OF STOCKBRIDGE
N/F
MAGNOLIAS AT EAGLES LANDING PHASE 1
PB. 30 PG. 11
ZONED RM
CITY OF STOCKBRIDGE
N/F
MAGNOLIAS AT EAGLES LANDING PHASE 2
PB. 33 PG. 76
ZONED RM
CITY OF STOCKBRIDGE
N/F
MAGNOLIAS PROPERTY OWNERS ASSOCIATION, INC.
PB. 30 PG. 11
ZONED RM
CITY OF STOCKBRIDGE
N/F
HENRY COUNTY
PARCEL 071-01031001
ZONED M-1
HENRY COUNTY
N/F
HENRY COUNTY
PARCEL 071-01031001
ZONED M-1
HENRY COUNTY
0.761± ACRES
PROPERTY LINE AS PER DB. 2898 PG. 42
(APPX. PC (2ND) PB. 33 PG. 104
FOR PARCELS 071-01031003 THRU 071-01031005
REBAR FOUND
CRIMPED TOP PIPE
REBAR FOUND
ONE-INCH (1") OPEN TOP PIPE
REBAR FOUND
REBAR FOUND
REBAR FOUND



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- Civil Engineering
- Land Surveying
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- Landscape Architecture
- Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME: SOUTHERN CRESCENT INDEPENDENT LIVING

CLIENT NAME: S3 CAPITAL INVESTMENTS, LLC

REVISIONS

A3501.0002-REZ

DATE: 12-15-2021

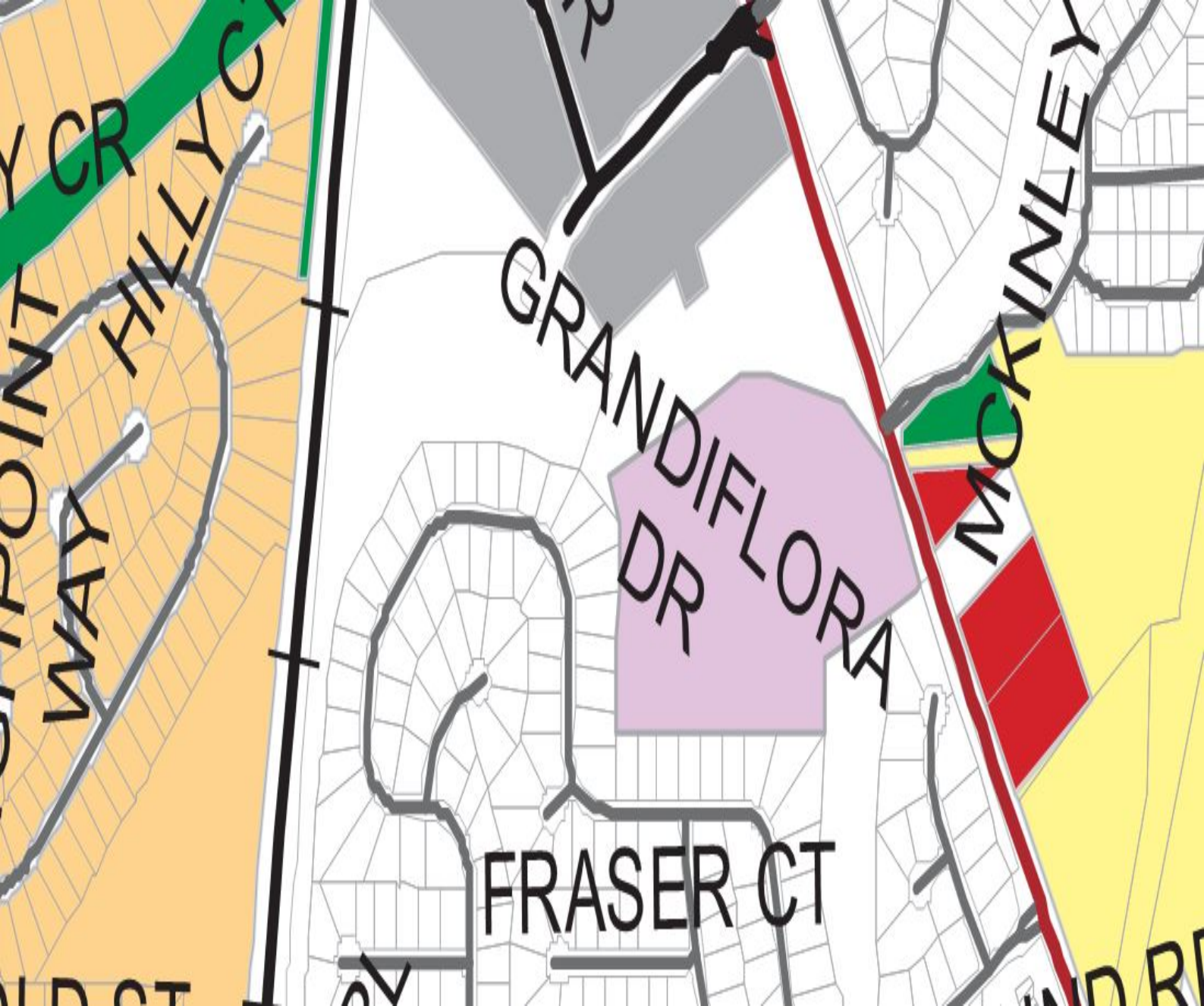
CONTRACT #

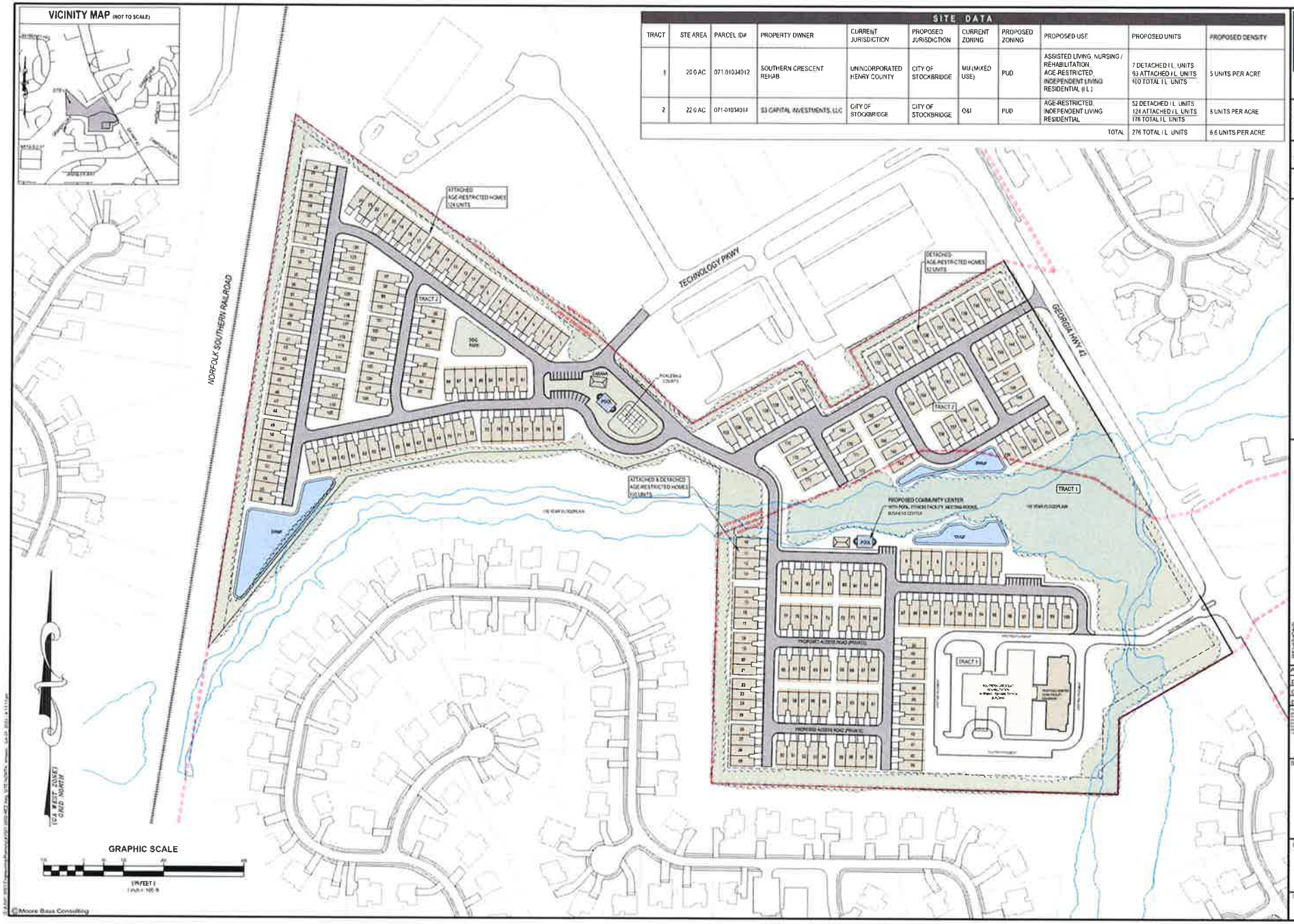
DRAWN BY: SCM

SEAL

SHEET TITLE: CONCEPTUAL SITE PLAN

SHEET: 1


GRANDIFLORA DR
MCKINLEY
FRASER CT
HILLY CT
WAY



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DATE: 12-15-2021

CONTRACT #

DRAWN BY: SCM

SEAL

SHEET TITLE: CONCEPTUAL SITE PLAN

SHEET: 1

Amendment to the Comprehensive Plan Application

THANK YOU FOR YOUR INTEREST IN THE CITY OF STOCKBRIDGE, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS THAT ARE NEEDED FOR APPLYING FOR AN AMENDMENT TO THE STOCKBRIDGE COMPREHENSIVE PLAN.

APPLICATION REVIEW PROCESS. COMPREHENSIVE PLAN AMENDMENT APPLICATIONS ARE FIRST REVIEWED BY THE PLANNING AND ZONING STAFF, WHO MAKE RECOMMENDATIONS TO THE PLANNING COMMISSION. THE PLANNING COMMISSION THEN HOLDS A PUBLIC HEARING DURING ONE OF THEIR REGULARLY-SCHEDULED MEETINGS AND MAKES RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL. FINALLY, THE CASE GOES TO THE STOCKBRIDGE MAYOR AND CITY COUNCIL, WHO HOLD A PUBLIC HEARING DURING ONE OF THEIR REGULARLY-SCHEDULED MEETINGS. THEY MAKE THE FINAL DECISION ON THE APPLICATION.

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

REQUIRED PRE-APPLICATION MEETING—BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT THE PLANNING AND ZONING DIVISION OFFICE TO SCHEDULE A PRE-APPLICATION MEETING. THIS MEETING MUST BE HELD AT LEAST ONE WEEK BEFORE YOU SUBMIT YOUR APPLICATION.

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

FOR ASSISTANCE, YOU MAY CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, AT (678) 833-3344.

ALL PUBLIC HEARINGS TAKE PLACE IN THE COUNCIL CHAMBER AT THE STOCKBRIDGE CITY HALL AT 4640 NORTH HENRY BOULEVARD IN STOCKBRIDGE, GEORGIA, 30281, UNLESS THEY ARE HELD VIRTUALLY VIA ZOOM.

CITY OF STOCKBRIDGE Planning and Zoning Division

Application Checklist for Requesting an Amendment to the Comprehensive Plan

APPLICANT/AGENT, PLEASE ENSURE THAT YOU HAVE SUBMITTED ALL OF THE REQUIRED ITEMS THAT ARE LISTED BELOW. AFTER YOU SUBMIT YOUR APPLICATION, THE STAFF WILL UTILIZE THE LAST COLUMN TO CHECK OFF EACH REQUIRED ITEM TO DETERMINE THE COMPLETENESS OF YOUR APPLICATION. PLEASE INCLUDE THE CHECKLIST WITH YOUR APPLICATION.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT AN APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK / INTIAL
Pre-Application Review Form (Meeting Notes)	1	To be completed by a Staff planner during a Pre-Application Meeting, at least one week before you submit your application.	/
Application Form	1	Signed and **notarized** by property owner. Or, in lieu of owner's signature, applicant has signed and **notarized** a copy of a "Contract", "Power of Attorney" or "Lease."	/
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents who are parties to this application. The Form must be **notarized.**	/
Letter of Ownership	1	Letter stating that the owner is aware of the amendment being requested and owns the subject property.	/
Letter of Intent	1	Must clearly state the proposed amendment to the Comprehensive Plan.	/
Site Plans (11 x 17)	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.	/
Survey Plat--Sheet size must be Size 8-1/2" x 11" or 11" x 17".	1	Of the subject property. Must be prepared and sealed ***within the last five years*** by a professional engineer, landscape architect, or land surveyor who is 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.	/

City of Stockbridge Planning and Zoning Division
Application for an Amendment to the Comprehensive Plan

Name of Applicant S3 Capital Investments, LLC Phone: 678-565-7710 Date: June 1, 2022

Address of Applicant: 2125 Highway 42 North Cell # 678-565-7710

City: McDonough State: Georgia Zip: 30253 E-mail: kelsawi@sctbi.com

Name of Agent Battle Law, P.C. Phone: 404-601-7616 Date: June 1, 2022

Address of Agent: 3562 Habersham at Northlake Building J, Suite 100 Cell #404-601-7616

City: Tucker State: Georgia Zip: 30084 E-mail: mlb@battlelawpc.com

THE PERSONS NAMED ABOVE AFFIRM THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS THAT THE FOLLOWING AMENDMENT TO THE COMPREHENSIVE PLAN BE GRANTED:

FROM: Light Industrial and Low Density Vertical Mixed-Use, and Mixed Use

TO: High Density Residential

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 the Planning Commission and Mayor/City Council meeting(s). The applicant or property owner shall not remove or alter the sign for any reason.

MB **(Acknowledgement)**

Property Address: 2125 Highway 42 North and Highway 42 Near Technology Parkway

Nearest intersection to the property: Highway 42 N and Summit View Drive

Size of Tract: 42 acre(s). Land Lot Number(s): 31+, 31 . District(s): 7

Property Tax Parcel Number(s):
071-01034012, 071-01034014 **(Required)**

Witness' Signature — Signature of Applicant

Printed Name of Witness — S3 Capital Investments, LLC
Printed Name of Applicant

Notary — Signature of Agent

Notary Seal:

TESSA J DAVIS NOTARY PUBLIC DEKALB COUNTY, GA COMMISSION EXPIRES FEBRUARY 22 2026

(For Office Use Only)

Total Amount Paid $_____ Check #_____ Credit Card # _____ *(FEES ARE NON-REFUNDABLE)*

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

Planning Commission Decision: _____

Mayor/City Council Decision: _____

Planning 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 X

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 20 day of February, 2022

S3 Capital Investments, LLC
Applicant's Name - Printed

Omar El Sawi
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 20 day of February, 2022.

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Tessa J. Davis
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 X

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 20 day of February, 2022

Southern Crescent Rehab & Retirement Co Inc
Applicant's Name - Printed

Omar ElSawi
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 20 day of February, 2022.

TIESSIA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Tiessia J Davis
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 ✓

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 1st day of March, 2022

Michele Battle
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 1st day of March, 2022.

Notary Public

BRITTNEY BUTLER NOTARY PUBLIC Exp. Aug. 18, 2025 COBB COUNTY, GA

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

CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name:
Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North McDonough, Georgia 30253

Telephone: (678) 565-7710 Email: kelsawi@sctbi.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: _____ Date: 2/22/22

Personally appeared before me,

_____

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

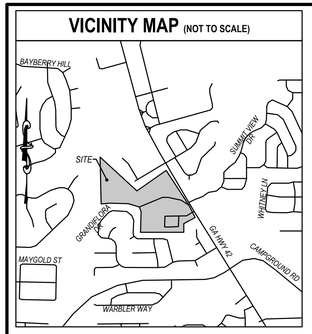
_____
Notary Public

2/20/2022
Date

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022
(Affix Seal Here)

Print

VICINITY MAP (NOT TO SCALE)



SITE DATA

TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
								TOTAL	276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

NORFOLK SOUTHERN RAILROAD

TECHNOLOGY PKWY

GEORGIA HWY 42

ATTACHED AGE-RESTRICTED HOMES 124 UNITS

DETACHED AGE-RESTRICTED HOMES 52 UNITS

ATTACHED & DETACHED AGE-RESTRICTED HOMES 100 UNITS

HENRY COUNTY
CITY OF STOCKBRIDGE

TRACT 1

TRACT 2

DOG PARK

CABANA

POOL

PICKLEBALL COURTS

SWMF

100 YEAR FLOODPLAIN

PROPOSED COMMUNITY CENTER
WITH POOL, FITNESS FACILITY, MEETING ROOMS, BUSINESS CENTER

PROPOSED ACCESS ROAD (PRIVATE)

EXISTING PAVEMENT

SOUTHERN CRESCENT REHABILITATION (NURSING / REHABILITATION BUILDING

PROPOSED ASSISTED LIVING FACILITY EXPANSION

(GA WEST ZONE)
GRID NORTH

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

©Moore Bass Consulting

Q:\A3501.0001\Engineering\Planning\A3501.0002-REZ.dwg, SITE-NORTH, smoore, Jun 01, 2022 - 8:13:17am

Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

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1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME
SOUTHERN CRESCENT INDEPENDENT LIVING

CLIENT NAME
S3 CAPITAL INVESTMENTS, LLC

REVISIONS

A3501.0002-REZ

DATE 12-15-2021

CONTRACT #

DRAWN BY SDM

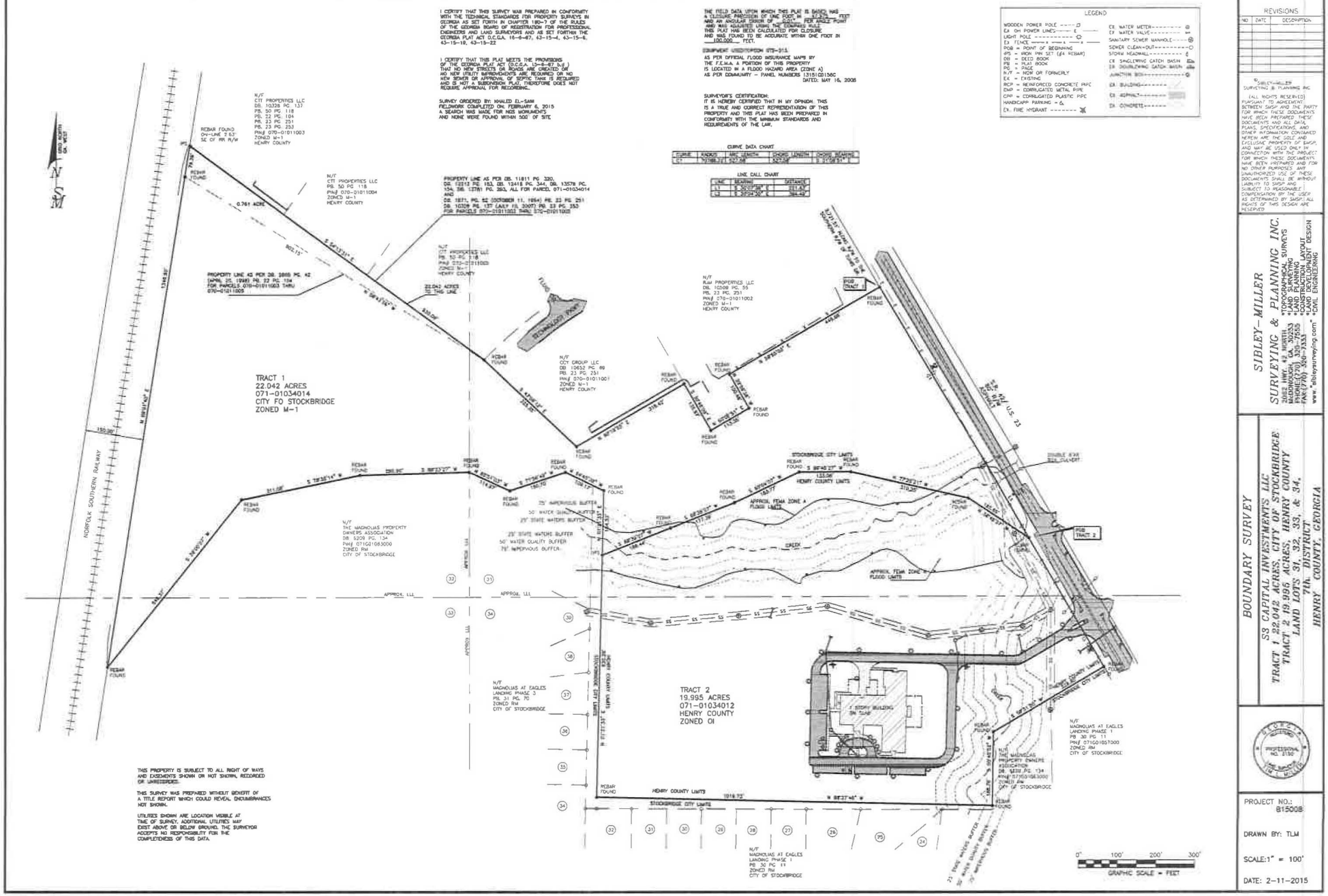
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
McDONOUGH, GA 30253
LSF #1179

SEAL

SHEET TITLE
CONCEPTUAL SITE PLAN

SHEET
1



REVISIONS

NO	DATE	DESCRIPTION

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•LAND SURVEYING
•LAND PLANNING
•CONSTRUCTION LAYOUT
•LAND DEVELOPMENT DESIGN
•CIVIL ENGINEERING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 1 22.042 ACRES, CITY OF STOCKBRIDGE
TRACT 2 19.995 ACRES, HENRY COUNTY
LAND LOTS 31, 32, 33, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

GEORGIA REGISTERED PROFESSIONAL NO. 3130 LAND SURVEYOR

PROJECT NO.: 815008
DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 2-11-2015

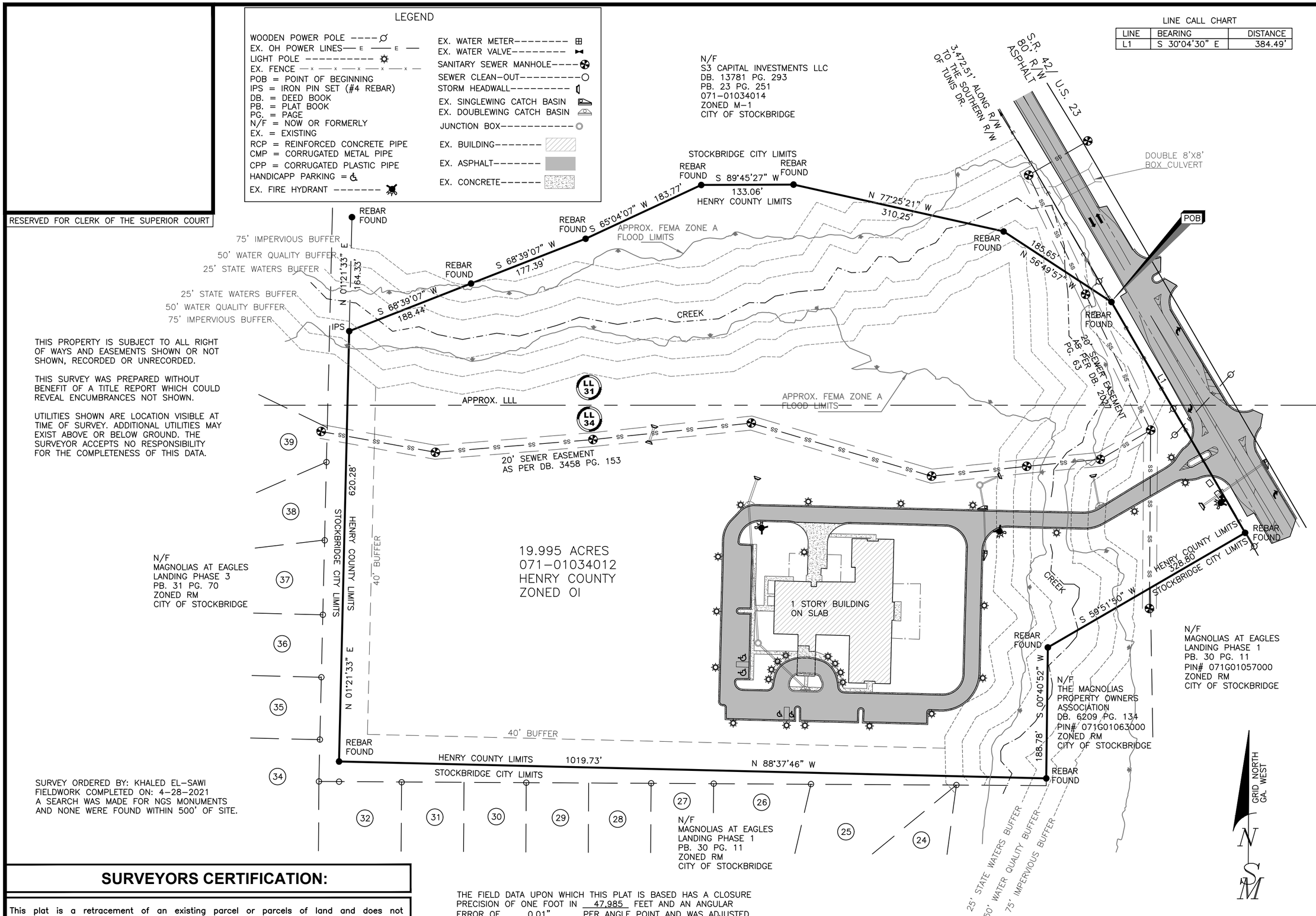
RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

WOODEN POWER POLE
EX. OH POWER LINES
LIGHT POLE
EX. FENCE
POB = POINT OF BEGINNING
IPS = IRON PIN SET (#4 REBAR)
DB. = DEED BOOK
PB. = PLAT BOOK
PG. = PAGE
N/F = NOW OR FORMERLY
EX. = EXISTING
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
HANDICAPP PARKING
EX. FIRE HYDRANT
EX. WATER METER
EX. WATER VALVE
SANITARY SEWER MANHOLE
SEWER CLEAN-OUT
STORM HEADWALL
EX. SINGLEWING CATCH BASIN
EX. DOUBLEWING CATCH BASIN
JUNCTION BOX
EX. BUILDING
EX. ASPHALT
EX. CONCRETE

LINE CALL CHART

LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L MILLER

T L Miller 4-29-2021
Tim L. Miller GA. RLS # 3150 Date:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK---- 50'
REAR SETBACK ---- 20'
SIDE SETBACK: ---- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA

0' 100' 200' 300'
GRAPHIC SCALE = FEET

SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www."sibleysurveying.com"
*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY:	TLM
SCALE:	1" = 100'
DATE:	04/29/2021

SHEET: 1 OF 1

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid $110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

TOM L. LANE NOTARY PUBLIC COBB COUNTY, GEORGIA

My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST CHURCH, INC.

By: _____ (SEAL)
James David McMenimen, Chairman
(President)

By: _____ (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

Battle Law

STATEMENT OF INTENT

and

Other Material Required by
City of Stockbridge Zoning Ordinance

For

Annexation, Rezoning, and Future Land Use Map Amendment

of

S3 Capital Investments, LLC
c/o Battle Law, P.C.

for

19.995 +/- Acres located at PIN #071-01034012, 071-01034014
Highway 42 and Summit View Drive

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
Tucker, Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com

Battle Law

I. LETTER OF INTENT

S3 Capital Investments, LLC (the "Applicant") is requesting annexation into the Incorporated City of Stockbridge for the rezoning of 19.995 acres of land, which is further described as parcel 071-01034012. The subject property is currently developed under the unincorporated Henry County Office and Institutional and Mixed-Use zoning districts. The applicant is requesting to be rezoned from OI, LI and MU to PUD a companion Future Land Use Map Amendment request to change the land use designation from Light Industrial, Low-Density Vertical Mixed Use, and Mixed-Use to High Density Residential.

The subject property will be adjacent to the Southern Crescent Rehabilitation Center, which is zoned Mixed Use. S3 Capital Investments' proposal includes 52 detached housing units and 124 attached units for an age-restricted independent living community. The applicant is requesting the petition of zoning and other applicable zoning actions to obtain approval and acceptance of the annexation of both parcels of land which will include a total of 276 total units, which 100 of the units will be provided as part of the South Crescent tract that is designated for assisted living, nursing and rehabilitation.

STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS
20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS
22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS
							TOTAL	276 TOTAL I.L. UNITS

The applicant currently has a list of conditions for the proposed development that is being revised for the transition into the City of Stockbridge. This document is currently being drafted and will be submitted as an attachment to this application.

This document is submitted as a Statement of Intent with regard to this Application, preservation of the Applicant's constitutional rights, and an application of the criteria provided in the Steinberg

Act to provide a rigorous analysis of the proposed rezoning and land use amendment. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

II. REVIEW CRITERIA FOR JUSTIFICATION

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property The zoning proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

The Subject Property is abutted by a residential neighborhood to the south. There are commercial-zoned parcels adjacent east and north of the property. The Southern Crescent site is currently developed and the adjacent tract, which is referenced as tract 2 is currently undeveloped with heavy tree coverage throughout the parcel. The proposed use appears to be suitable in view of the surrounding properties as a residential addition to the Highway 42 corridor.

B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property The land use amendment and zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The proposed land use amendment and zoning proposal will allow the Applicant to improve upon the area surrounding the Subject Property by bringing high-quality architectural design, road access through the Subject Property, jobs, and senior services that are in high demand according to the regional market.

C. Whether the property will be affected by the zoning proposal has a reasonable economic use as currently zoned.

The Subject Property does have a reasonable economic use as zoned. However, the land-use amendment and zoning proposal will not change this fact. There is an annexation request which will allow this development to be added to the City of Stockbridge. We believe that this project would best benefit from the regulations established within the City of Stockbridge Zoning Ordinance.

D. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The land use amendment and zoning proposal will not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

E. Whether the zoning proposal is in conformity with the policy and intent of the land-use plan. The land use amendment and zoning proposal is in conformity with the policy and intent of the land-use plan.

The zoning proposal is appropriate for the simultaneous land use amendment because the assigned land use designation is not compatible as industrial land use. The proposed site will be residential with a low-density yield. The requested change appears to be more conforming with the area given that there are existing residential land uses adjacent to the subject property.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The Applicant is aware of the conditions that were assigned by Henry County's staff. The applicant intends to carry some of the conditions with some alterations in the

language that will best suit the development regulations and policies of the City of Stockbridge.

Battle Law

III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts 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 Council/ Commission 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 the 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 herein above.

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 City an opportunity to revise the Property to a constitutional classification. If action is not

taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of Henry 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.

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts 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 to allow the special land use permit in question 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

IV. Conclusion

Thank you for your consideration for this project. The applicant is more than willing to provide any additional documents and supporting details. For the foregoing reasons, the Applicant respectfully requests that the simultaneous Annexation, Land Use Amendment, and Rezoning application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stockbridge so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 1st day of June 2022.

Respectfully submitted,

Michele L. Battle, Esq. Attorney for the Applicant

c/o Tyler McSwain, Senior Urban Planner

City of Stockbridge

AGENDA ITEM

MEETING DATE

November 14, 2022

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

FUNDING SOURCE

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

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Brecca Carter, Director and Ryan Anderson, Chief Planner.

DEPARTMENT: Community Development.

ITEM/PROJECT/EVENT:

Consider a Rezoning request (RZ-2022-02) by S3 Capital Investments, LLC, represented by Battle Law, P.C., to rezone two parcels to 'PUD' to allow for an independent living/age-restricted residential development. Tract 1 at 2125 Highway 42 North, with 20 +/- acres, needs to first be annexed into the City. It is currently zoned 'Mixed-Use' by Henry County and it contains the Southern Crescent Rehabilitation and Retirement Center, which would remain. Tract 2 at Highway 42 North and Technology Parkway is currently zoned 'OI' and 'LI'. The Planning Commission recommended Approval With Conditions(5) at its 8/25/22 meeting.

BACKGROUND INFORMATION:

Companion Applications—1) AX-2022-01 to request the Annexation of Tract 1 into the City; and 2) CP-2022-02 to request a Comprehensive Plan Amendment to change the land use designations of both parcels to 'High-Density Residential'. The rezoning would be contingent upon the official recombination of the two parcels since they currently are not zoned the same. Proposed Development—Existing facility plus 276 new independent living, age-restricted, attached and detached residential units on two parcels, with 42.01 +/- acres. Staff & Planning Commission Recommendation—Approval with Conditions (8/25/22 P.C. Meeting).

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER ___N/A_____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes

Rezoning Application

City of Stockbridge, Georgia

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.

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

ALL APPLICANTS ARE REQUIRED TO SCHEDULE AND ATTEND A PRE-APPLICATION MEETING WITH THE CITY OF STOCKBRIDGE PLANNING AND ZONING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT. PLEASE CALL THE OFFICE AT (770) 389-7900 TO SCHEDULE AN APPOINTMENT.

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

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

MEETING LOCATIONS—ALL PLANNING COMMISSION MEETINGS WILL BE HELD VIRTUALLY (BY ZOOM) UNTIL FURTHER NOTICE.

[Form revised on 1/19/22.]

City of Stockbridge Planning and Zoning Division

Community Development Department

REZONING 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/INTIAL
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. Original signature 2. In lieu of owner's signature, applicant has signed and **notarized** a copy of a "Contract", "Power of Attorney" or "Lease."	/
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents filed with an application, and must be **notarized.**	/
Letter of Ownership	01	Letter stating that the owner is aware of the rezoning request and owns the property in question.	/
Letter of Intent	1	Must clearly state the proposed use and development intent.	/
Site Plans (24 x 36) and (11 x 17)	1 10	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 the proposed lot layout.	/
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 who is 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.	/
Water and sewer availability letter	1	This letter must accompany the application at the time of submittal. It should state that water and sewer are available to serve the property, or such services can be extended to the site. Please obtain the letter from the appropriate office which serves the property, such as Henry County Water Authority, City of Stockbridge Public Works Department, or a Clayton County office.	/
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).***	/

City of Stockbridge Planning and Zoning Division
Rezoning Application

Name of Applicant S3 Capital Investments, LLC Phone: 678-565-7710 Date: November 10, 2021

Address Applicant: 2125 Highway 42 North Fax Cell # 678-565-7710

City: McDonough State: Georgia Zip: 30253 E-mail: kelsawi@sctbi.com

Name of Agent Battle Law, P.C. Phone: 404-601-7616 Date: November 10, 2021

Address Agent: 3562 Habersham at Northlake Building J, Suite 100 Fax Cell # 404-601-7616

City: Tucker State: Georgia Zip: 30084 E-mail: mlb@battlelawpc. com

THE APPLICANT NAMED ABOVE AFFIRMS THAT HE OR SHE IS THE OWNER, OR AGENT OF THE OWNER, OF THE PROPERTY DESCRIBED BELOW, AND IS REQUESTING A REZONING OF THE PROPERTY.

Rezoning being requested from OI, LI, and MU to PUD for an age-restricted residential development

The property will be POSTED with a City of Stockbridge rezoning 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. MB **Acknowledgement**

Address of Property: 2125 Highway 42 North and Highway 42 North Near Technology Parkway

Nearest intersection to the property: Highway 42 N and Summit View Drive (Street Address)

Size of Tract: 42 acre(s), Land Lot Number(s): 31+, 31, District(s): 7

Property Tax Parcel Number(s): 071-01034012, 071-01034014 **(Required)**

Witness' Signature

Signature of Applicant

Printed Name of Witness

S3 Capital Investments, LLC
Printed Name of Applicant

Notary

Signature of Agent

NOTARY STAMP:

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

(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: _____

Planning Commission Decision: _____

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 X

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 20 day of February, 2022

S3 Capital Investments, LLC
Applicant's Name - Printed

Omar El Sawi
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 20 day of February, 2022.

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Tessa J. Davis
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 X

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 20 day of February, 2022

Southern Crescent Rehab & Retirement Co Inc
Applicant's Name - Printed

Omar ElSawi
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 20 day of February, 2022.

TIESSIA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Tiessia J Davis
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 ✓

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 1st day of March, 2022

Michele Battle
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 1st day of March, 2022.

Notary Public

BRITTNEY BUTLER NOTARY PUBLIC Exp. Aug. 18, 2025 COBB COUNTY, GA

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

CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name:
Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North and Highway 42 North Near Technology Parkway McDonough, Georgia 30253

Telephone: (678) 565-7710 Email: kelsawi@sctbi.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: _____ Date: 2/22/22

Personally appeared before me,

_____

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

_____
Notary Public

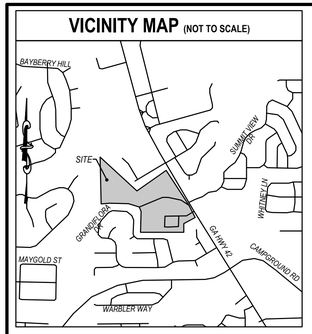
2/20/2022
Date

TESSA J DAVIS
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 22, 2022
FULTON COUNTY, GEORGIA
(Affix Seal Here)

Print

M1
FLUID DR
SUMMIT VIEW DR
zoned with Comp. Plan Amendment
To be Annexed
MU
HIGHWAY 42 N
C2
CAROLINUS CT
PALMBERG TR

VICINITY MAP (NOT TO SCALE)



SITE DATA

TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
								TOTAL	276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

NORFOLK SOUTHERN RAILROAD

TECHNOLOGY PKWY

GEORGIA HWY 42

HENRY COUNTY
CITY OF STOCKBRIDGE

ATTACHED
AGE-RESTRICTED HOMES
124 UNITS

DETACHED
AGE-RESTRICTED HOMES
52 UNITS

ATTACHED & DETACHED
AGE-RESTRICTED HOMES
100 UNITS

TRACT 1

TRACT 2

DOG PARK

CABANA

POOL

PICKLEBALL COURTS

SWMF

100 YEAR FLOODPLAIN

PROPOSED COMMUNITY CENTER
WITH POOL, FITNESS FACILITY, MEETING ROOMS, BUSINESS CENTER

PROPOSED ACCESS ROAD (PRIVATE)

EXISTING PAVEMENT

SOUTHERN CRESCENT REHABILITATION (NURSING / REHABILITATION BUILDING

PROPOSED ASSISTED LIVING FACILITY EXPANSION

GRID NORTH
(GA WEST ZONE)

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

©Moore Bass Consulting

Q:\A3501.0001\Engineering\Planning\A3501.0002-REZ.dwg, SITE-NORTH, smoore, Jun 01, 2022 - 8:13:17am

Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME
SOUTHERN CRESCENT INDEPENDENT LIVING

CLIENT NAME
S3 CAPITAL INVESTMENTS, LLC

REVISIONS

A3501.0002-REZ

DATE 12-15-2021

CONTRACT #

DRAWN BY SDM

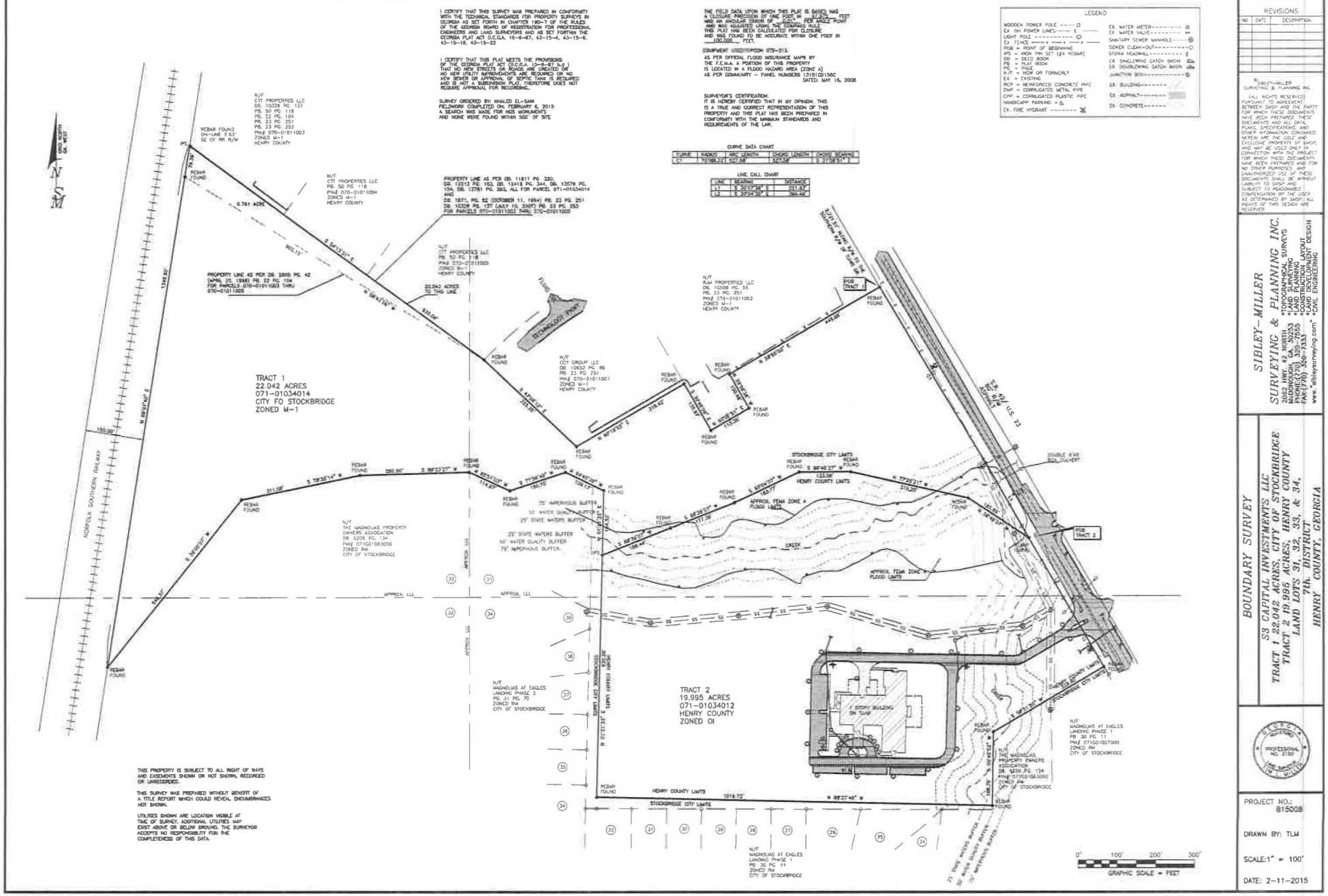
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
McDONOUGH, GA 30253
LSF #1179

SEAL

SHEET TITLE
CONCEPTUAL SITE PLAN

SHEET
1



REVISIONS

NO	DATE	DESCRIPTION

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PURSUANT TO AGREEMENT BETWEEN SMSP AND THE PARTY FOR WHICH THESE DOCUMENTS HAVE BEEN PREPARED THESE DOCUMENTS AND ALL DATA, PLANS, SPECIFICATIONS, AND OTHER INFORMATION CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE PROPERTY OF SMSP, AND MAY BE USED ONLY IN CONNECTION WITH THE PROJECT FOR WHICH THESE DOCUMENTS HAVE BEEN PREPARED AND FOR NO OTHER PURPOSES. ANY UNAUTHORIZED USE OF THESE DOCUMENTS SHALL BE WITHOUT LIABILITY TO SMSP AND SUBJECT TO REASONABLE COMPENSATION BY THE USER AS DETERMINED BY SMSP. ALL RIGHTS OF THIS DESIGN ARE RESERVED

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•LAND DEVELOPMENT DESIGN
•CIVIL ENGINEERING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 1 22.042 ACRES, CITY OF STOCKBRIDGE
TRACT 2 19.995 ACRES, HENRY COUNTY
LAND LOTS 31, 32, 33, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

GEORGIA REGISTERED PROFESSIONAL NO. 3130 LAND SURVEYOR

PROJECT NO.: 815008
DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 2-11-2015

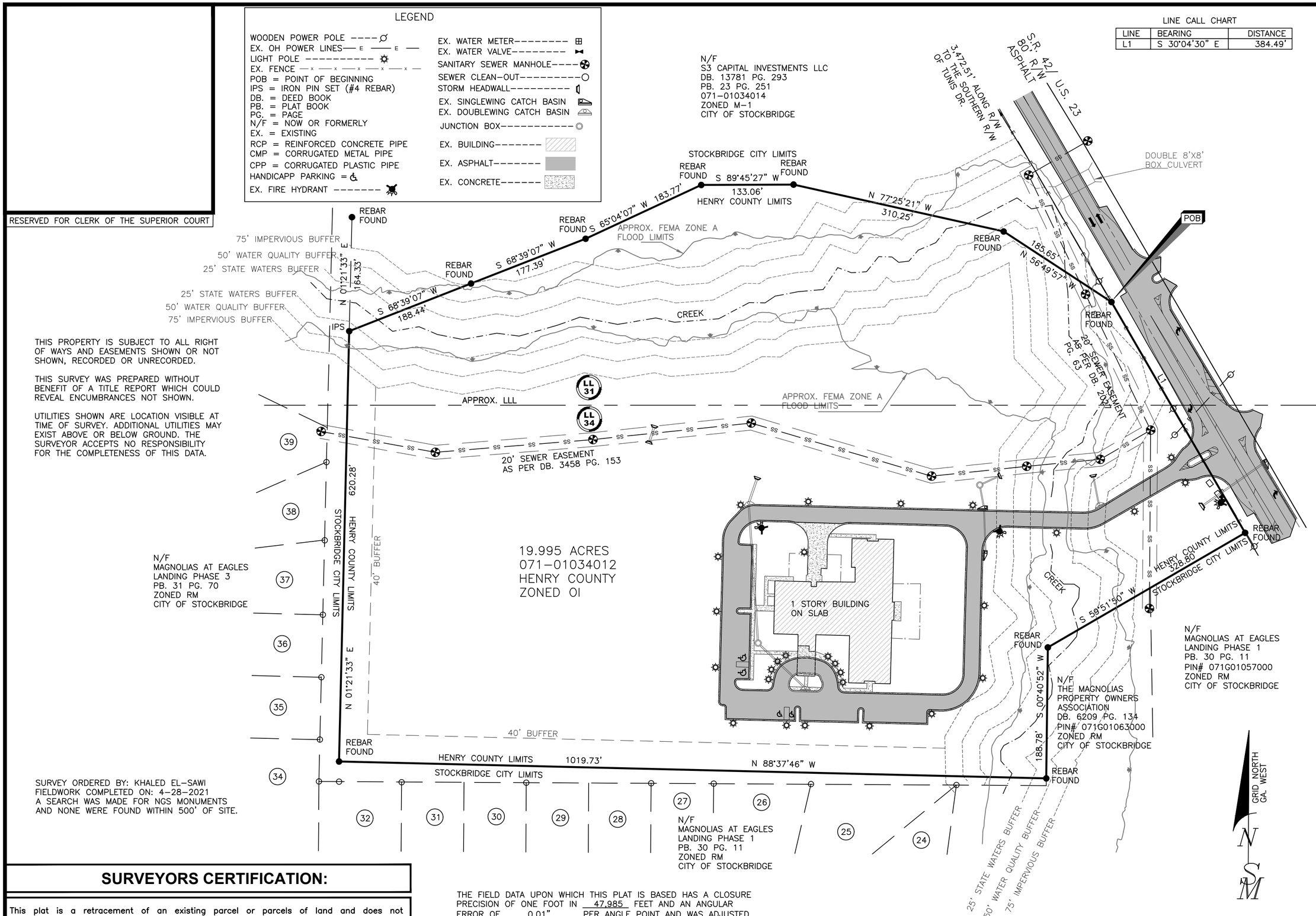
RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

WOODEN POWER POLE
EX. OH POWER LINES
LIGHT POLE
EX. FENCE
POB = POINT OF BEGINNING
IPS = IRON PIN SET (#4 REBAR)
DB. = DEED BOOK
PB. = PLAT BOOK
PG. = PAGE
N/F = NOW OR FORMERLY
EX. = EXISTING
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
HANDICAPP PARKING
EX. FIRE HYDRANT
EX. WATER METER
EX. WATER VALVE
SANITARY SEWER MANHOLE
SEWER CLEAN-OUT
STORM HEADWALL
EX. SINGLEWING CATCH BASIN
EX. DOUBLEWING CATCH BASIN
JUNCTION BOX
EX. BUILDING
EX. ASPHALT
EX. CONCRETE

LINE CALL CHART

LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L MILLER

T L Miller 4-29-2021
Tim L. Miller GA. RLS # 3150 Date:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK---- 50'
REAR SETBACK ---- 20'
SIDE SETBACK: ---- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA

0' 100' 200' 300'
GRAPHIC SCALE = FEET

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BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY:	TLM
SCALE:	1" = 100'
DATE:	04/29/2021

SHEET: 1 OF 1

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid $110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

TOM L. LANE NOTARY PUBLIC COBB COUNTY, GEORGIA

My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST CHURCH, INC.

By: _____ (SEAL)
James David McMenimen, Chairman
(President)

By: _____ (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

Henry County Water Authority
Engineering Division

May 23, 2022

Re: Water and Sewer Services - Availability

Proposed Development:	**Age Restricted Residential Development**
Property Information:	**2125 Hwy 42 North Parcel Nos. 071-01034012, 071-01034014 LLs 31, 32, 33 & 34; District 7; 42.0+/- acres**
Zoning:	**PUD**
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 described above. A fire flow test calculated in the area revealed the following data:

Static:	108	psi
Residual:	98	psi
Flow	1570	gpm
Calculated Flow @ 20 psi:	5080	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said proposed conditional use as established by the Henry County Board of Commissioners.

Sewage **treatment** and sewer line **capacity** are available for the property. ***Please note that the proposed layout for the project is in conflict with an existing 8-inch sewer line; consequently, the sewer will have to be relocated at the developer's expense. Additionally, an easement will be required to access the sewer line from Hwy 42 North.***

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 Site Plan dated 05/17/22 prepared by Moore Bass Consulting, Inc.

Scott Sage Date: 2022.05.23 09:12:01 -04'00'

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

Battle Law

STATEMENT OF INTENT

and

Other Material Required by
City of Stockbridge Zoning Ordinance

For

Annexation and Future Land Use Map Amendment

of

S3 Capital Investments, LLC
c/o Battle Law, P.C.

for

19.995 +/- Acres located at PIN#071-01034012, 071-01034014
Highway 42 and Summit View Drive

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
Tucker, Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com

Battle Law

I. LETTER OF INTENT

S3 Capital Investments, LLC (the "Applicant") is requesting annexation into the Incorporated City of Stockbridge for the rezoning of 19.995 acres of land, which is further described as parcels 071-01034012 and 071-01034014. The subject property is currently developed under the unincorporated Henry County Office and Institutional and Mixed-Use zoning districts. The applicant is requesting to be rezoned from OI and MU there will be a companion Future Land Use Map Amendment request to change the land use designation from Light Industrial to Low-Density Vertical Mixed-Use.

The subject property will be adjacent to the Southern Crescent Rehabilitation Center, which is zoned Mixed Use. S3 Capital Investments' proposal includes 52 detached housing units and 124 attached units for an age-restricted independent living community. The applicant is requesting the petition of zoning and other applicable zoning actions to obtain approval and acceptance of the annexation of both parcels of land which will include a total of 276 total units, which 100 of the units will be provided as part of the South Crescent tract that is designated for assisted living, nursing and rehabilitation.

STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS
20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS
22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS
							TOTAL	276 TOTAL I.L. UNITS

The applicant currently has a list of conditions for the proposed development that is being revised for the transition into the City of Stockbridge. This document is currently being drafted and will be submitted as an attachment to this application.

This document is submitted as a Statement of Intent with regard to this Application, preservation of the Applicant's constitutional rights, and an application of the criteria provided in the Steinberg Act to provide a rigorous analysis of the proposed rezoning and land use amendment. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

II. REVIEW CRITERIA FOR JUSTIFICATION

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property The zoning proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

The Subject Property is abutted by a residential neighborhood to the south. There are commercial-zoned parcels adjacent east and north of the property. The Southern Crescent site is currently developed and the adjacent tract, which is referenced as tract 2 is currently undeveloped with heavy tree coverage throughout the parcel. The proposed use appears to be suitable in view of the surrounding properties as a residential addition to the Highway 42 corridor.

B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property The land use amendment and zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The proposed land use amendment and zoning proposal will allow the Applicant to improve upon the area surrounding the Subject Property by bringing high-quality architectural design, road access through the Subject Property, jobs, and senior services that are in high demand according to the regional market.

C. Whether the property will be affected by the zoning proposal has a reasonable economic use as currently zoned.

The Subject Property does have a reasonable economic use as zoned. However, the land-use amendment and zoning proposal will not change this fact. There is an annexation request which will allow this development to be added to the City of Stockbridge. We believe that this project would best benefit from the regulations established within the City of Stockbridge Zoning Ordinance.

D. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The land use amendment and zoning proposal will not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

E. Whether the zoning proposal is in conformity with the policy and intent of the land-use plan. The land use amendment and zoning proposal is in conformity with the policy and intent of the land-use plan.

The zoning proposal is appropriate for the simultaneous land use amendment because the assigned land use designation is not compatible as industrial land use. The proposed site will be residential with a low-density yield. The requested change appears to be more conforming with the area given that there are existing residential land uses adjacent to the subject property.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Battle Law

The Applicant is aware of the conditions that were assigned by Henry County's staff. The applicant intends to carry some of the conditions with some alterations in the language that will best suit the development regulations and policies of the City of Stockbridge.

Battle Law

III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts 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 Council/ Commission 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 the 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 herein above.

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.

Battle Law

This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of Henry 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.

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts 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 to allow the special land use permit in question 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

IV. Conclusion

Thank you for your consideration for this project. The applicant is more than willing to provide any additional documents and supporting details. For the foregoing reasons, the Applicant respectfully requests that the simultaneous Annexation, Land Use Amendment, and Rezoning application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stockbridge so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 1st day of June 2022.

Respectfully submitted,

Michele Battle

Michele L. Battle, Esq. Attorney for the Applicant

c/o Tyler McSwain, Senior Urban Planner

TO: Mayor/Council
Planning Commission

FROM: Linda M. Logan, Senior Planner, Planning and Zoning Division

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 10, 2022

SUBJECT: **Rezoning Case #RZ-2022-02** for Two Parcels:
1) Property at 2125 Highway 42 North within unincorporated Henry County; and 2) Property at Highway 42 North and Technology Parkway in the City of Stockbridge.

I. PURPOSE

Consider a Rezoning application (#RZ-2022-02) by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the zoning classifications of two parcels, from 'MU' (Mixed-Use) in unincorporated Henry County and both 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits to 'PUD' (Planned Unit Development), to allow for an independent living / age-restricted residential development. The two parcels would have 42.01 +/- total acres. Their locations and requested zoning changes are described below.

- Parcel #071-01034012 – Represents Tract 1. Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Applicant proposes to rezone the property from the Henry County zoning classification of 'MU' (Mixed-Use) to the City of Stockbridge's zoning classification of 'PUD' (Planned Unit Development) if the parcel is annexed into the Stockbridge City Limits via the applicant's companion annexation application, AX-2022-01. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

- Parcel #071-01034014—Represents Tract 2. Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the property's zoning classification from 'OI' (Office-Institutional) and 'LI' (Light Industrial) to 'PUD' (Planned Unit Development). Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

II. BACKGROUND

Proposed Development	Independent living /age-restricted residential development.
Site Address	2125 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Subject property includes two parcels: 1) Parcel #071-01034012 with 20.00 acres in unincorporated Henry County; and 2) Parcel # 071-01034014 with 22.01 in the City of Stockbridge.
Parcel Acreage	42.01 +/- total acres within two parcels.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	'LI' (Light Industrial) and 'OI' (Office-Institutional)
Surrounding Zoning	'OI' (Office-Institutional); 'MFR' (Multiple Family Residential); 'C-2' (General Commercial)
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	''Light Industrial' and Low-Density Vertical Mixed Use'
Current Use	The Southern Crescent Rehabilitation & Retirement Center is located on Parcel #071-01034012 at 2125 Highway 42 North.
Surrounding Land Uses	• North—Industrial warehouses; a church. • South and West—Magnolias at Eagles Landing Subdivision. • East—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

III. FINDINGS OF FACT

- If the requested companion annexation case (AX-2022-01) is approved, and the applicant wishes to proceed with the proposed development, then the applicant would need to combine both parcels for both the requested rezoning case (RZ-2022-

02) and the requested Comprehensive Plan amendment case (CP-2022-02) to be approved. To facilitate this, a Recombination Plat application would be required, and it could be handled administratively.

- The applicant has also applied for the annexation of Parcel #071-01034012 (Tract 1) in unincorporated Henry County via AX-2022-01, and a Comprehensive Plan amendment via CP-2022-02 for both parcels. If Tract 1 is approved for annexation into the City, then its future land use designation would need to be changed from Henry County's land use designation of 'MIX' (Mixed-Use) to the City's land use designation of 'High-Density Residential'. Tract 2 would need to have its future land use designation changed from 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'.
- A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.

IV. PROJECT DESCRIPTION

The applicant requests a rezoning of the subject property to allow for an independent living / age-restricted residential development proposal, which would include both parcels. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, as well as the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. Tract 2, which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

The applicant's submitted Conceptual Site Plan shows that three accesses would be provided into the proposed development. These include the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; a new entrance off Highway 42 North, across from Glenmore Lane; and the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond. The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

V. MAPS AND ILLUSTRATIONS TO FOLLOW:

A. Aerial Photograph

B. Boundary Survey

C. Henry County Zoning Map

D. City of Stockbridge Zoning Map

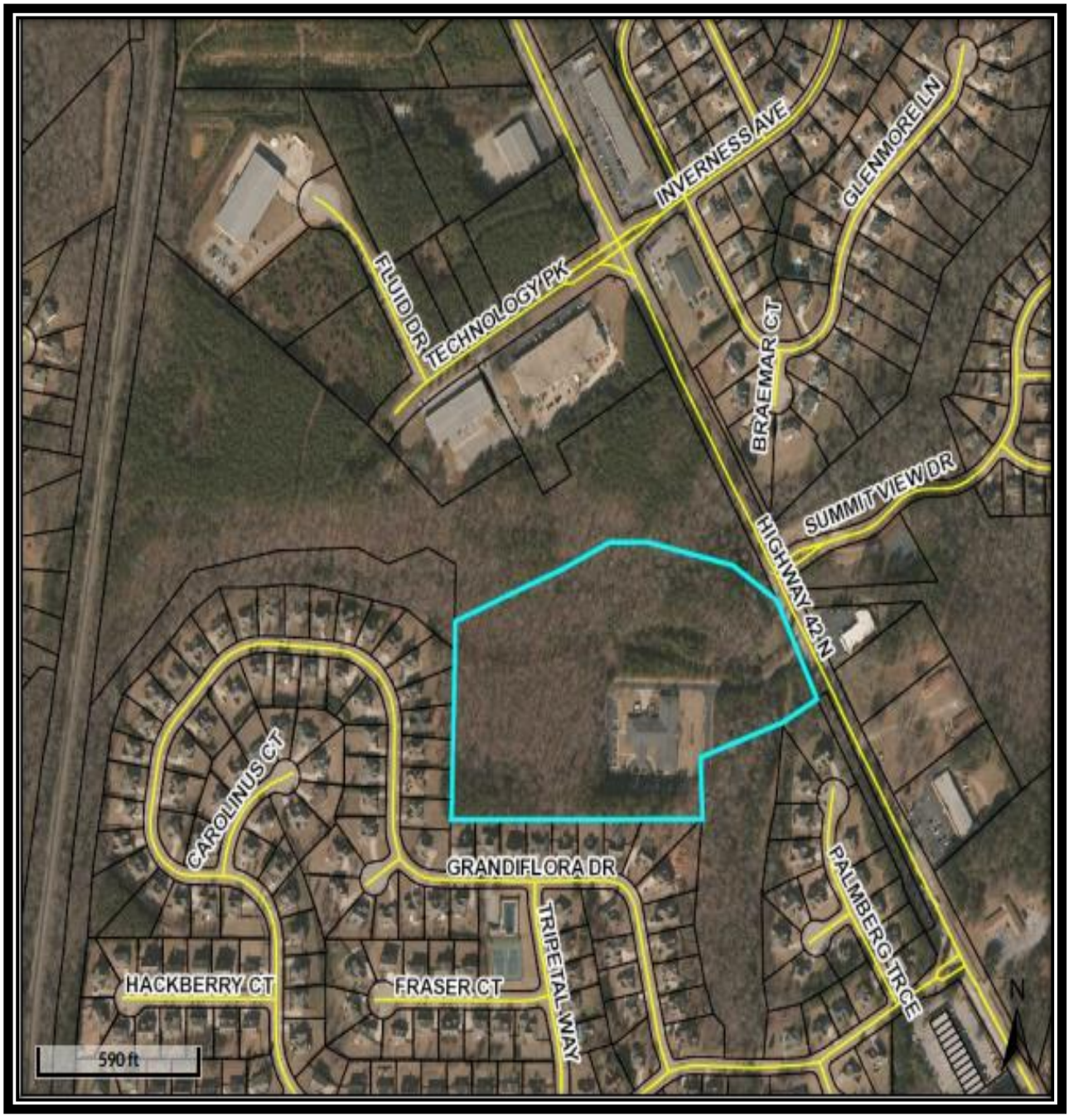
E. Henry County Land Use Designation Map

F. Conceptual Site Plan

G. Rendering

A. AERIAL PHOTOGRAPH

Subject Property:
2125 Highway 42 North
Parcel #071-01034012
a.k.a. "Tract 1"



B. BOUNDARY SURVEY

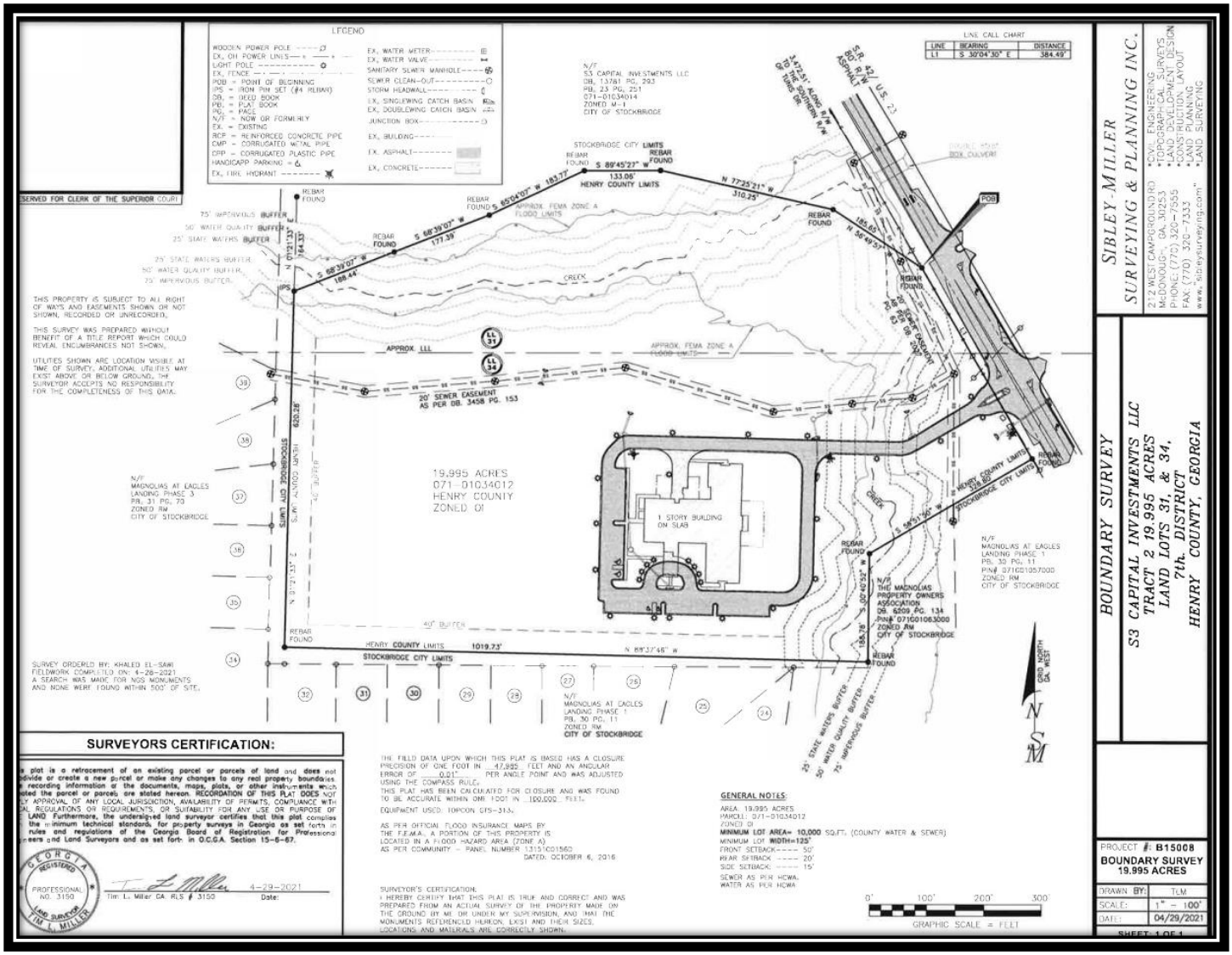
Subject Property:

2125 Highway 42 North

Parcel #071-01034012

a.k.a. "Tract 1"

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



C. HENRY COUNTY ZONING MAP

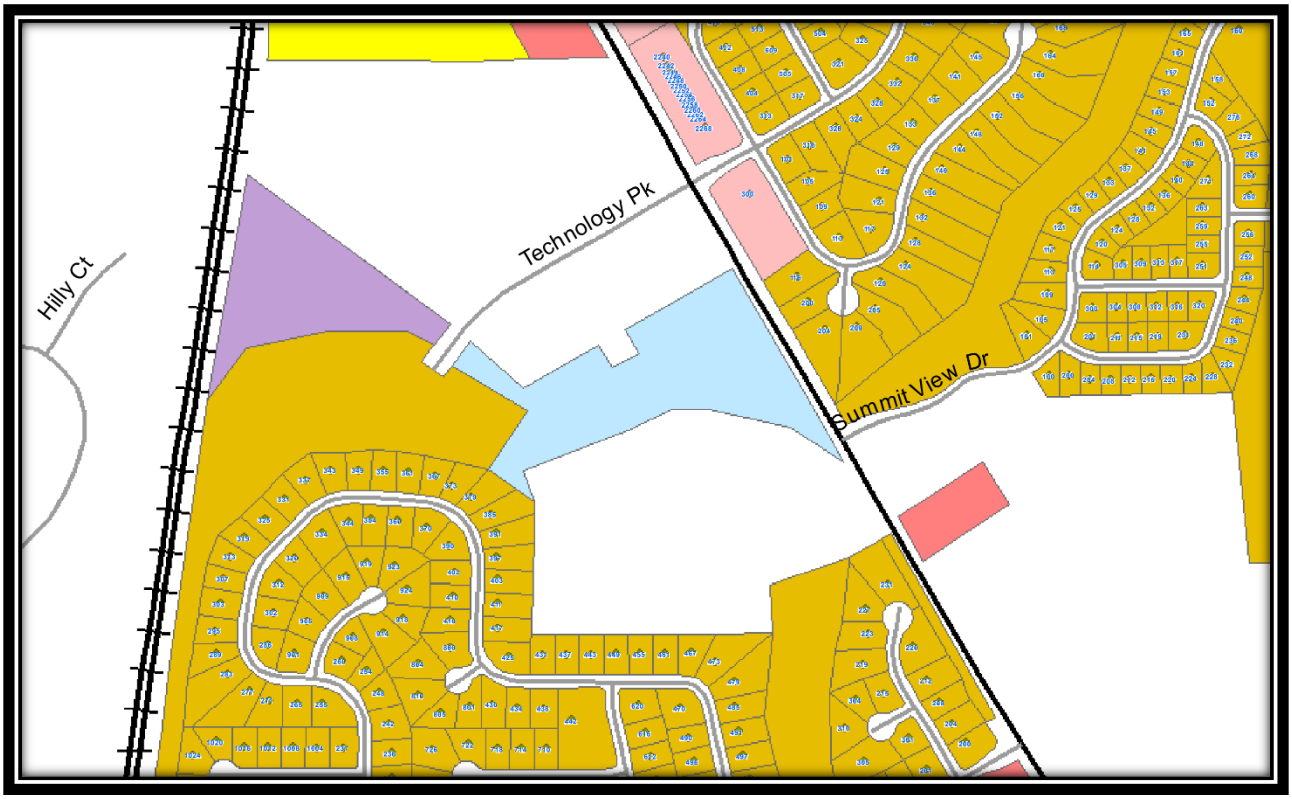
From the Henry County Tax Assessors' Office

The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).

D. CITY OF STOCKBRIDGE ZONING MAP

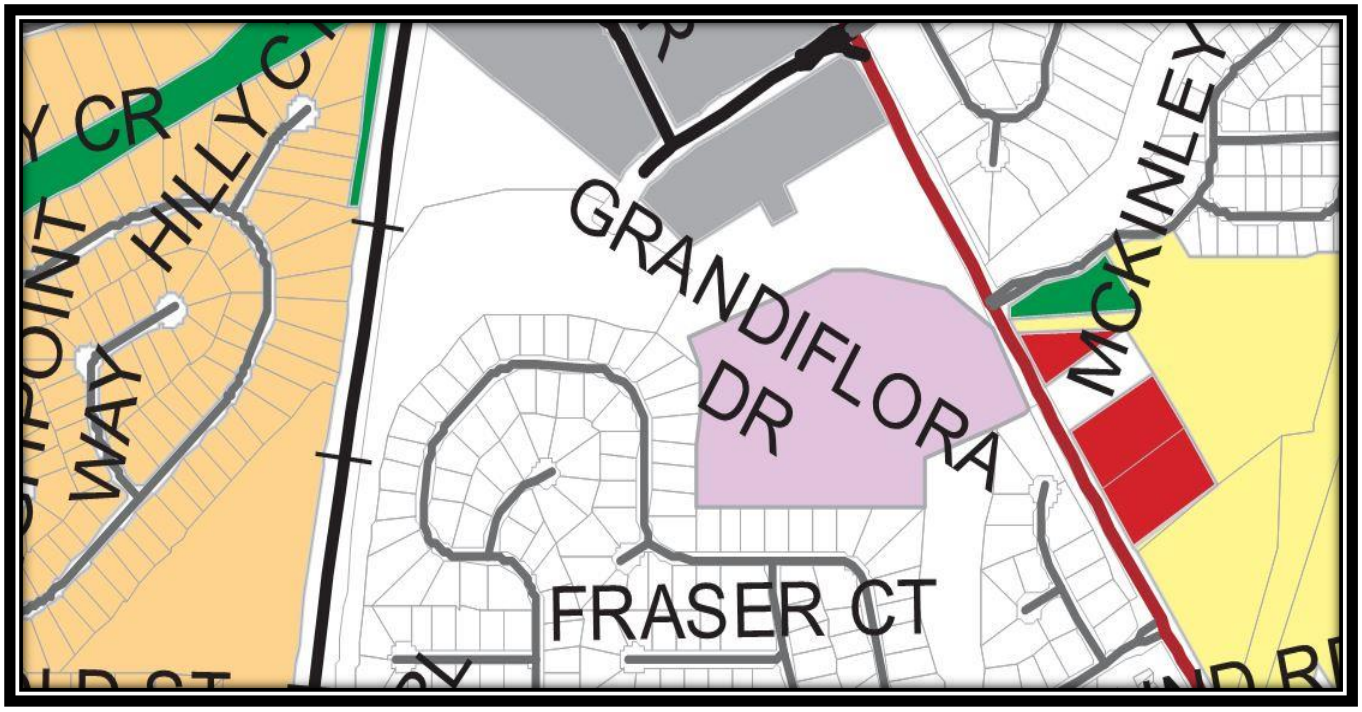
Legend:

Main Road – Highway 42 North
Lavender – LI (Light Industrial)
Light Blue – OI (Office-Institutional)
Gold – MFR (Multiple Family Residential)
Gold area to the west and south -- Magnolias at Eagles Landing Subdivision
Gold area to the east -- Highlands at Eagles Landing Subdivision &
Summit at Eagles Landing Subdivision
Light Pink – C-1 (Neighborhood Commercial)
Medium Pink – C-2 (General Commercial)
Yellow – SR (Suburban Residential)
White – Located outside of the City



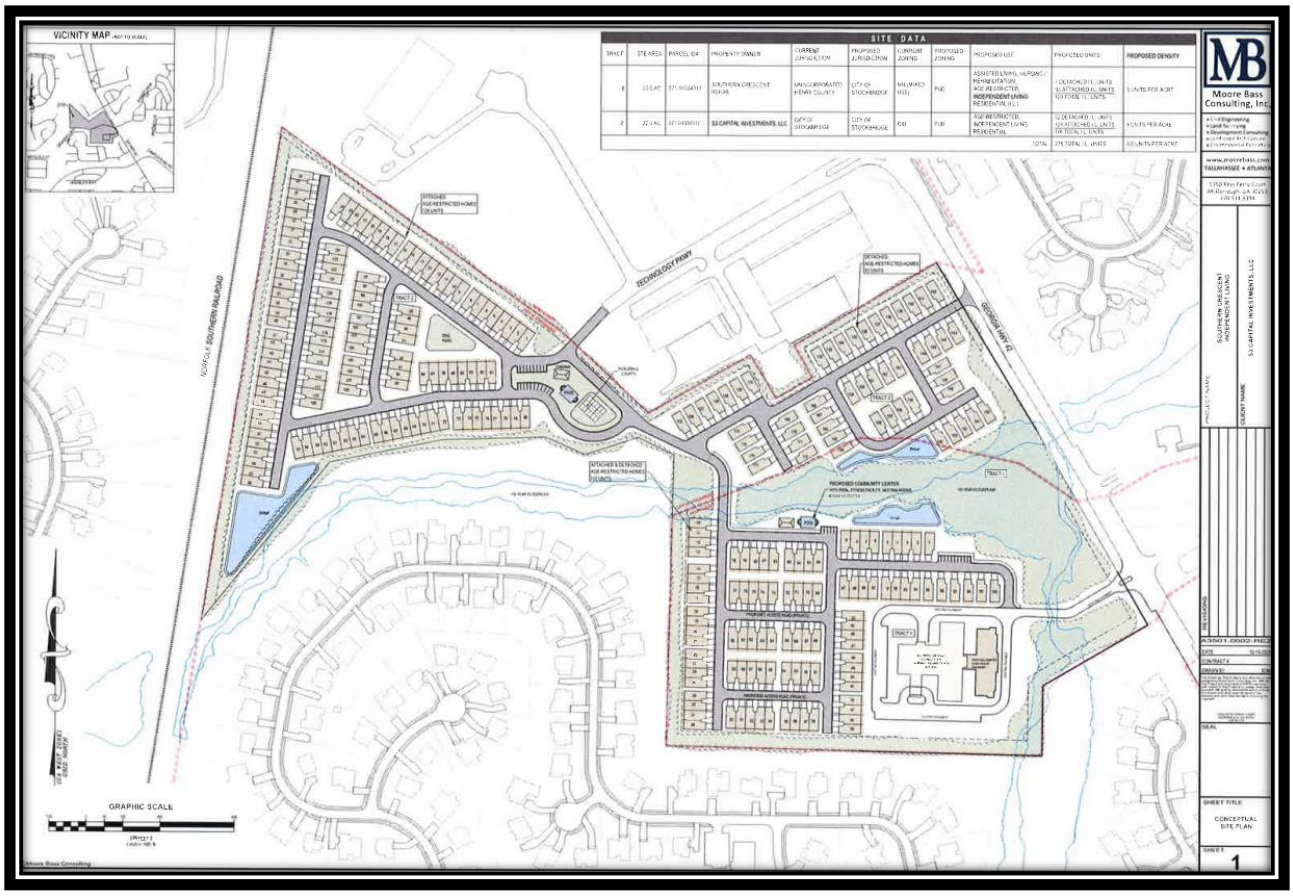
E. HENRY COUNTY LAND USE DESIGNATION MAP (Excerpts)

The subject property (a.k.a. “Tract 1”) is shown in the lavender color on the map below. It has a future land use designation of ‘MIX’ (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



F. CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



G. RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.

V. ANALYSIS OF REQUEST

The applicant requests a **Rezoning** under Section 9.2.1(C) of the City of Stockbridge's Unified Development Code (UDC). The Planning Commission and the City Council shall consider the following nine (9) standards in considering any proposal that would result in a change to the text or map of the UDC, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal.

STANDARD #1--Consistency with the Comprehensive Plan.

The proposed development is not consistent with the Comprehensive Plan's land use designations for the subject property. A Comprehensive Plan amendment is necessary because the current land use designations do not allow the type of development which the applicant is proposing, or they do not allow the proposed residential densities. The applicant therefore has applied for a Comprehensive Plan amendment via CP-2022-02 to change the future land use designations of the two parcels as follows:

- Tract 1--From Henry County's land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential', which would be more appropriate for the applicant's proposed type of development and would indicate the approximate density of the project.
- Tract 2—From the City's land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. The existing 'Light Industrial' land use designation does not allow residential uses, and the existing 'Low-Density Vertical Mixed-Use' land use designation is intended for buildings which contain commercial uses on the ground floor and residential uses on the upper floors.

STANDARD #2 -- The relation that the proposed rezoning 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 Unified Development Code (UDC).

The rezoning of the subject property to the requested 'PUD' (Planned Unit Development) is necessary because the proposed development would include both attached and detached residential units, as well as the existing Southern Crescent Rehabilitation and Retirement Center. The property is justified for rezoning to PUD, as opposed to MFR (Multiple Family Residential) due to 1) the inclusion of Southern Crescent; and 2) the presence of the Wolfe Creek tributary and its associated floodplain areas, which necessitates some flexibility in site design.

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

Since the proposed development would be primarily composed of residential uses, the requested PUD zoning would be compatible with the MFR zoning districts to the west, south, and east, where the Magnolias at Eagles Landing, the Highlands at Eagles Landing, and the Summit at Eagles Landing Subdivisions are located. PUD zoning would also serve as a good transition from the LI and OI districts to the north. Further, PUD zoning would be comparable to Henry County's MU (Mixed Use) zoning for Tract 1.

STANDARD #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 subject property has an unusual shape, and it is traversed by a tributary of Wolfe Creek. These may present challenges for the final site design of the property. The applicant's Conceptual Site Plan shows that due to the presence of the creek, the proposed residential units would be separated into northern and southern sections on the site. A bridge would likely need to be constructed over the creek, and the units in the southern section would be constructed away from the floodplain area.

STANDARD #5 --The impact upon adjacent property owners should the request be granted.

The proposed development would be compatible with the adjacent residential uses to the west, south, and east; and it would be a good transition from the warehouse uses and church to the north.

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

A letter from the Henry County Water Authority, dated May 23, 2022, states that water service, sewage treatment, and sewer line treatment are available at the subject property. However, it further states as follows:

> Please note that the proposed layout for the project conflicts with an existing 8-inch sewer line; consequently, the sewer will have to be relocated at the developer's expense. Additionally, an easement will be required to access the sewer line from Hwy 42 North.

The letter further states that the availability of water and sewer service to the site will be re-evaluated at the time when development plans are submitted. Based on this, the developer will need to work closely with the Water Authority to ensure that adequate water and sewer service will be available to serve the proposed development.

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

The Conceptual Site Plan shows that the proposed development would have three

accesses. These include the existing driveway which serves the Southern Crescent Rehabilitation & Retirement Center, the extension of Technology Parkway, and a new access from Highway 42 across from Glenmore Drive. Since Highway 42 North is a State highway, the developer should coordinate both Georgia DOT and Henry County DOT in providing deceleration lanes at all three accesses, as well as the possible installation of a new traffic signal. Pedestrian crosswalks should also be installed.

STANDARD #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 proposed development qualifies for the requested PUD zoning because it meets the requirement that PUD districts contain at least two types of residential uses.

The proposed development would further the objectives of the Parkway Mixed-Use Overlay district by including a mixture of land uses, representing an attractive gateway into the City (upon the successful annexation of Tract 1 into the City), and representing an innovative type of development.

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

Tract 1 could be developed under its existing Henry County zoning classification of MU (Mixed-Use) since that is similar to the City's PUD district. Tract 2 could also be developed with additional warehouses and office-institutional uses. However, due to the irregular shape of Tract 2, the development of those types of uses may be challenging, and PUD zoning offers greater flexibility in land uses and site design.

SUMMARY OF IMPACTS AND CONCERNS

Code Compliance	The proposed development would comply with the requested PUD district.
Police Department	Police services would be provided by the Stockbridge Police Department.
Fire Marshal	The Fire Marshal has required and approved the location of the new access that is shown on the Conceptual Site Plan.
Henry County Water and Sewer	The developer must meet the requirements that are stated in the Henry County Water Authority's letter, dated May 23, 2022.
Building	Any additional requirements would be identified during the plan review stage. City engineers should look closely at the site design of the creek and floodplain areas.
Traffic	The developer should coordinate with Henry County DOT regarding the installation of the new access, deceleration lanes, and a possible new traffic signal.

STAFF RECOMMENDATION

This Staff Report has demonstrated that the requested Rezoning of the subject property to 'PUD' (Planned Unit Development) via RZ-2022-02 would be necessary and desirable for the subject property to allow for the proposed independent living/age-restricted residential development. The Planning and Zoning Staff therefore recommends the **APPROVAL WITH CONDITIONS** of the requested Rezoning via RZ-2022-02. The recommended conditions are as follows:

1. **Annexation Approval –** The rezoning shall not be approved until the requested annexation of Tract 1 via AX-2022-01 is approved before, or simultaneously with, the approval of RZ-2022-02.

2. **Comprehensive Plan Amendment Approval –** The rezoning shall not be approved until the requested Comprehensive Plan Amendment, via CP-2022-02, to change the land use designations of both parcels to 'High-Density Residential', is approved before, or simultaneously with, the approval of RZ-2022-02.

3. **Recombination Approval –** No permits shall be issued for the proposed development until the two parcels comprising the subject property are officially combined via an administrative recombination plat application. This shall only occur after the applicant has submitted proof to the Community Development Department that an acceptable new plat has been recorded by the Henry County Superior Court / Real Estate Records Division.

4. **Adherence to Conceptual Site Plan –** The developer shall adhere substantially to the submitted Conceptual Site Plan. Any major deviations in the number of residential units, the density, or the overall design shall require City Council approval.

5. **Water and Sewer Availability –** The developer shall comply with the requirements of the Henry County Water Authority in relocating the existing 8-inch sewer line, providing the required easement, and taking any other necessary steps to ensure that adequate water and sewer services are available to serve the proposed development.

Presentation For RZ-2022-02:

Rezoning for the Proposed "Southern Crescent" Mixed Residential Development on Two Parcels: 1) 2125 Highway 42 North; and 2) Highway 42 North at Technology Parkway

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Presented To:

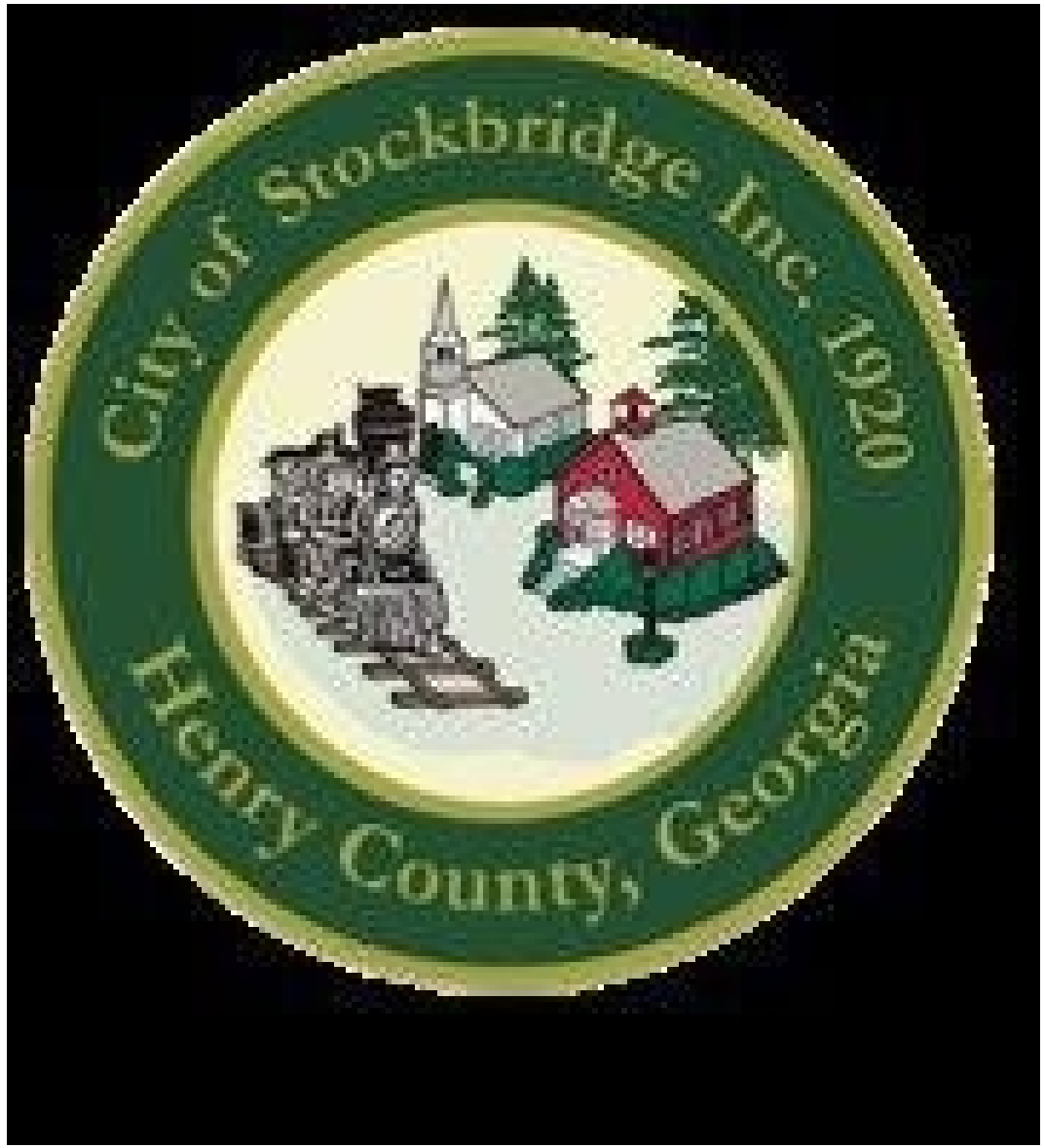
Planning Commission – August 25, 2022

City Council – October 12, 2022

By:

City of Stockbridge Community Development Department,

Planning and Zoning Division

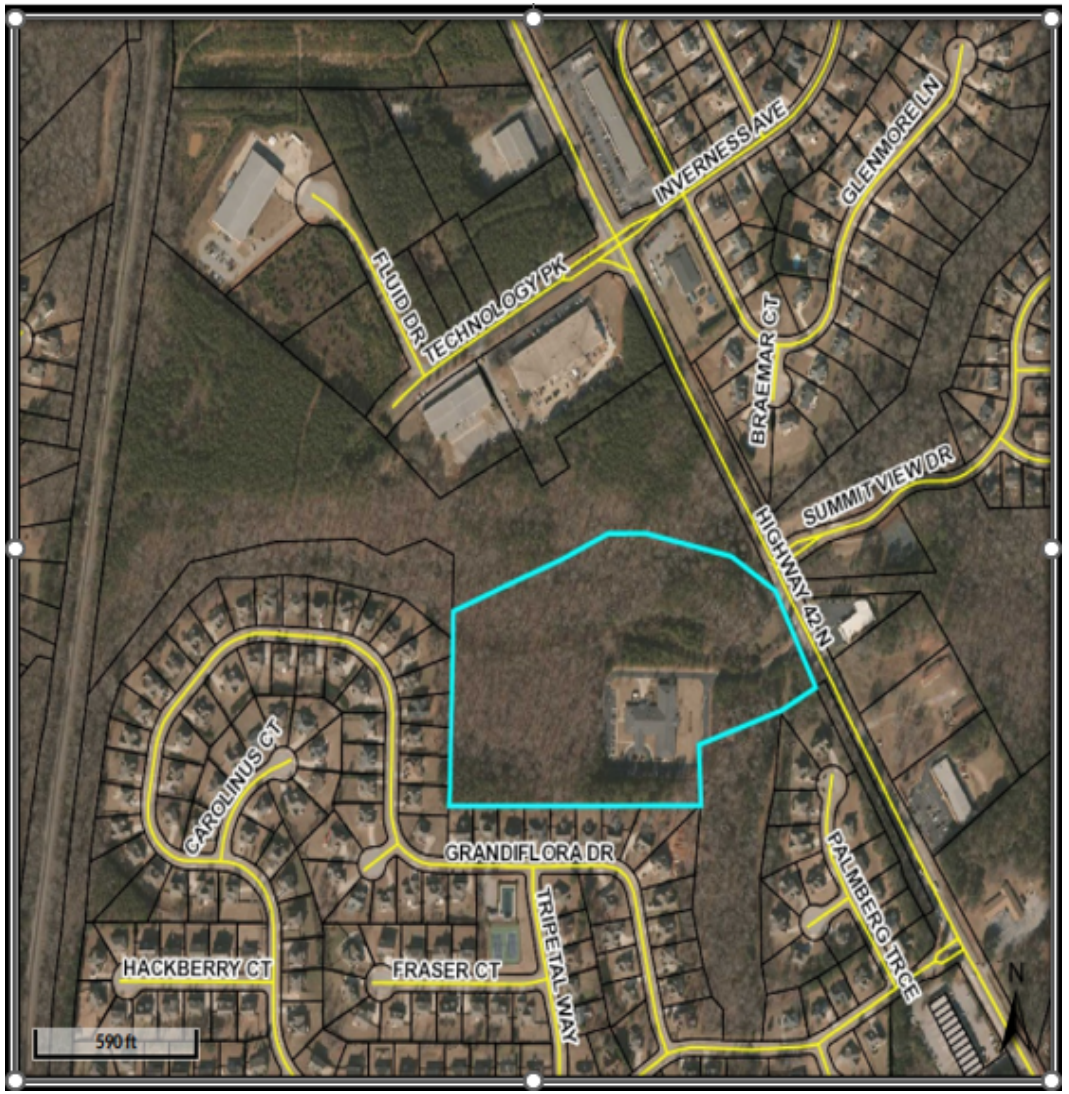


AERIAL PHOTO #1 OF SUBJECT PROPERTY:

TRACT 1—Outside the City; to Be Annexed

Parcel #071-01034012 at 2125 Highway 42 North

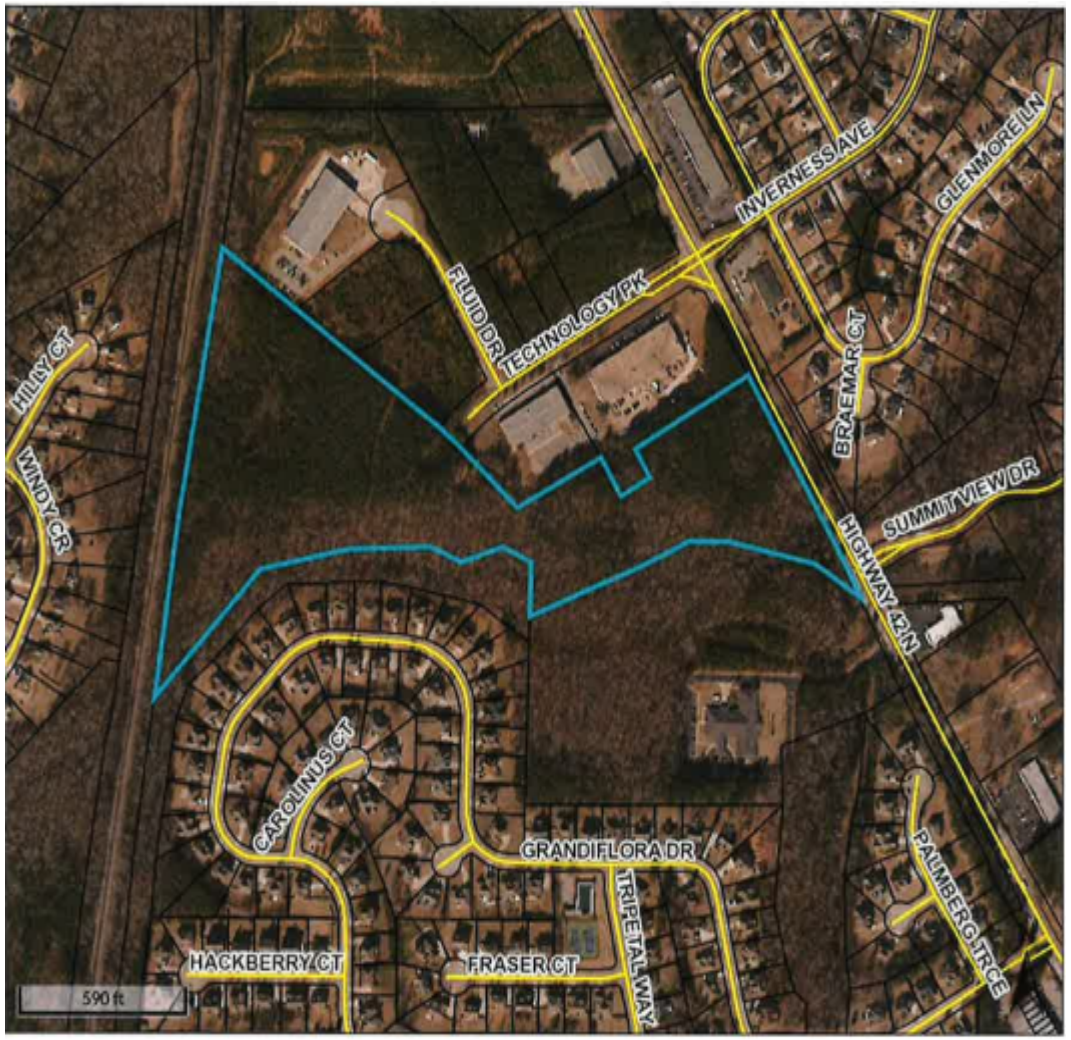
With 20.00 +/- Acres



AERIAL PHOTO #2 OF SUBJECT PROPERTY:

TRACT 2 (Inside the City) at Highway 42 North and Technology Parkway

Parcel #071-01034014 with 22.01+/- Acres



PURPOSE

Applicant's Request -- Consider a Rezoning application (#RZ-2022-02) by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the zoning classifications of two parcels, from 'MU' (Mixed-Use) in unincorporated Henry County and both 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits to 'PUD' (Planned Unit Development), to allow for an independent living / age-restricted residential development. The two parcels would have 42.01 +/- total acres. Their locations and requested zoning changes are described below.

- **Tract 1 -- Parcel #071-01034012.** Represents Tract 1. Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Applicant proposes to rezone the property from the Henry County zoning classification of 'MU' Mixed-Use) to the City of Stockbridge's zoning classification of 'PUD' (Planned Unit Development) if the parcel is annexed into the Stockbridge City Limits via the applicant's companion annexation application, AX-2022-01. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

- **Tract 2 -- Parcel #071-01034014.** Represents Tract 2. Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the property's zoning classification from 'OI' (Office-Institutional) and 'LI' (Light Industrial) to 'PUD' (Planned Unit Development). Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

BACKGROUND INFORMATION

CATEGORY	FINDINGS
Proposed Development	Independent living / age-restricted residential development.
Site Address	1225 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Includes two parcels: 1) Parcel #071-01034012 with 20.00 acres in unincorporated Henry County; and 2) Parcel #071-01034014 with 22.01 acres in the City of Stockbridge.
Parcel Acreage	42.01 +/- total acres within two parcels.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	'LI' (Light Industrial) and 'OI' (Office-Institutional)
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	'Light Industrial' and Low-Density Vertical Mixed Use'
Current Use	The Southern Crescent Rehabilitation & Retirement Center is located on Parcel #071-01034012 at 2125 Highway 42 North.
Surrounding Land Uses	~ North—Industrial warehouses; church. ~ South and West—Magnolias at Eagles Landing Subdivision. ~ East—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

ADDITIONAL FINDINGS OF FACT

1. **Recombination of Parcels Needed --** If the proposed Annexation (AX-2022-01) approved, and the applicant wishes to proceed with the proposed development, then the applicant would need to combine both parcels for both the requested Comprehensive Plan Amendment (CP-2022-02) and the requested rezoning (RZ-2022-02) to be approved. To facilitate this, a Recombination Plat application would be required, and it could be handled administratively.

2. **Companion Applications --**The applicant has also applied for the annexation of Parcel #071-01034012 (Tract 1) in unincorporated Henry County via AX-2022-01, and a Comprehensive Plan amendment via CP-2022-02 for both parcels. If Tract 1 is approved for annexation into the City, then its future land use designation would need to be changed from Henry County's land use designation of 'MIX' (Mixed-Use) to the City's land use designation of 'High-Density Residential'. Tract 2 would need to have its future land use designation changed from 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'.

3. **Presence of Stream --** A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.

ENLARGED BOUNDARY SURVEY OF TRACT 1

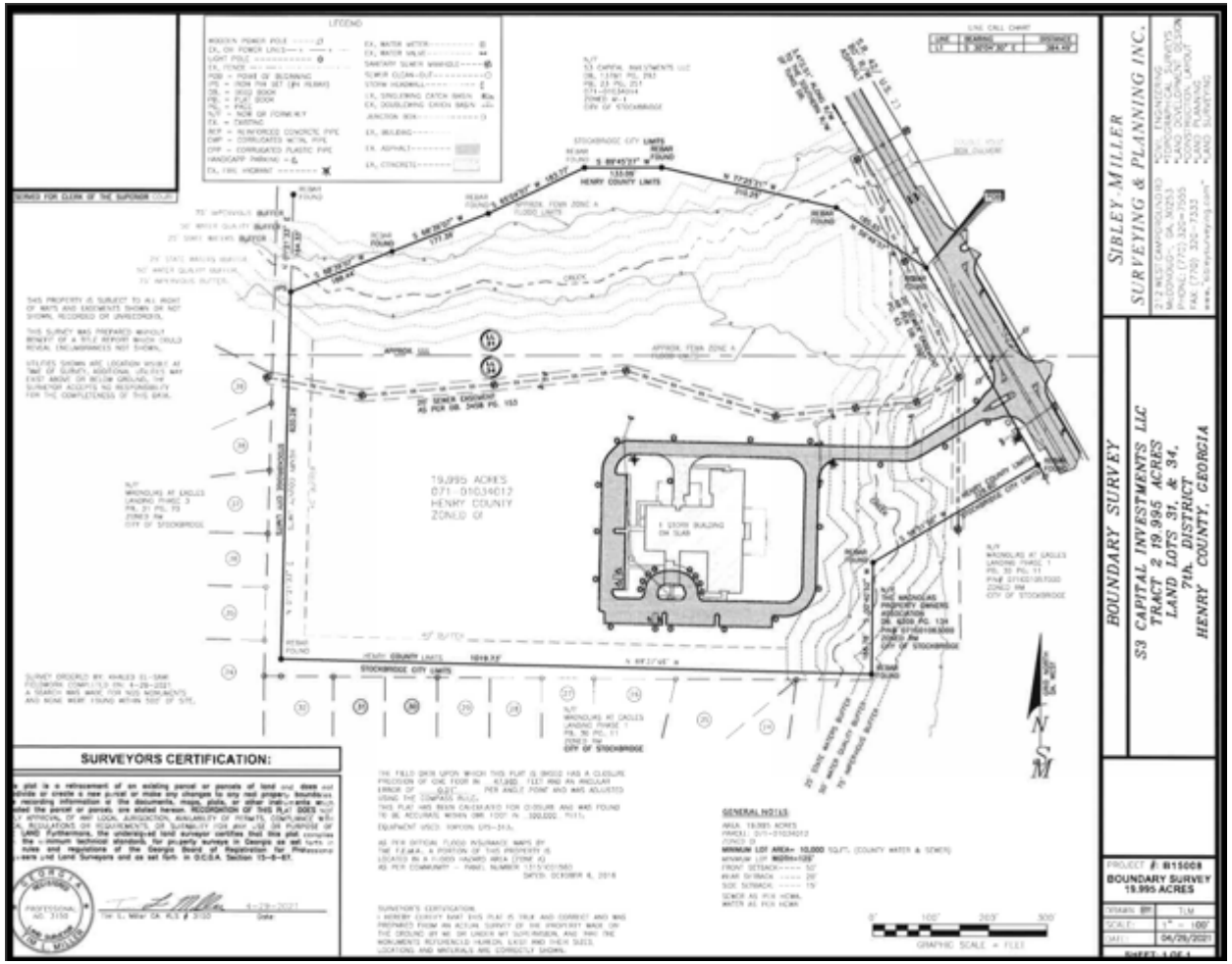
Subject Property:

2125 Highway 42 North

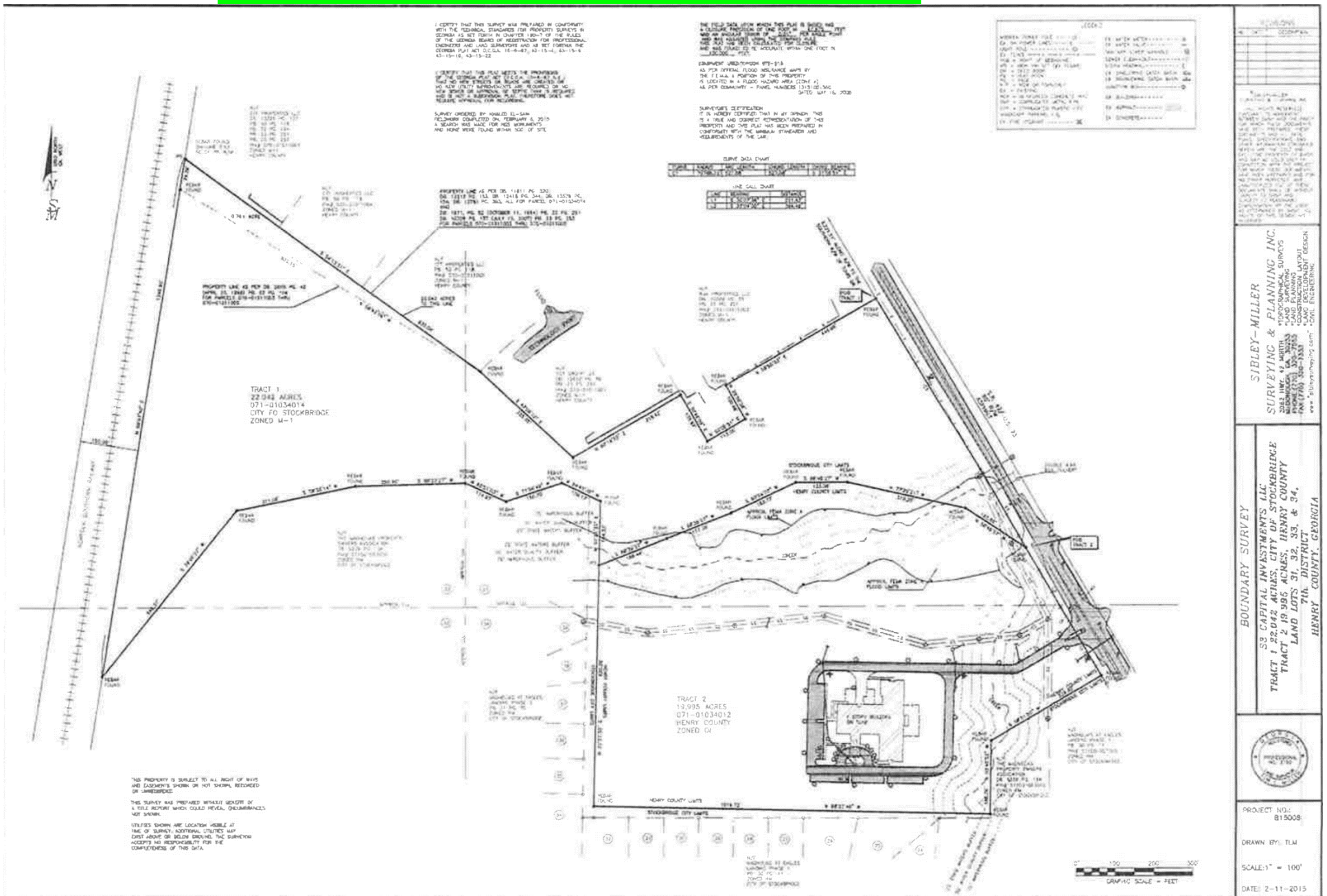
Parcel #071-01034012

a.k.a. "Tract 1"

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



BOUNDARY SURVEY OF BOTH PARCELS



HENRY COUNTY ZONING MAP

The subject property (a.k.a. “Tract 1”) is shown in the buff color on the map. It is zoned ‘MU’ (Mixed Use).

CITY OF STOCKBRIDGE ZONING MAP

LEGEND:

Main Road – Highway 42 North
Lavender – LI (Light Industrial)
Light Blue – OI (Office-Institutional)
Gold – MFR (Multiple Family Residential)
Light Pink – C-1 (Neighborhood Commercial)
Medium Pink – C-2 (General Commercial)
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Gold area to the west and south -- Magnolias at Eagles Landing Subdivision
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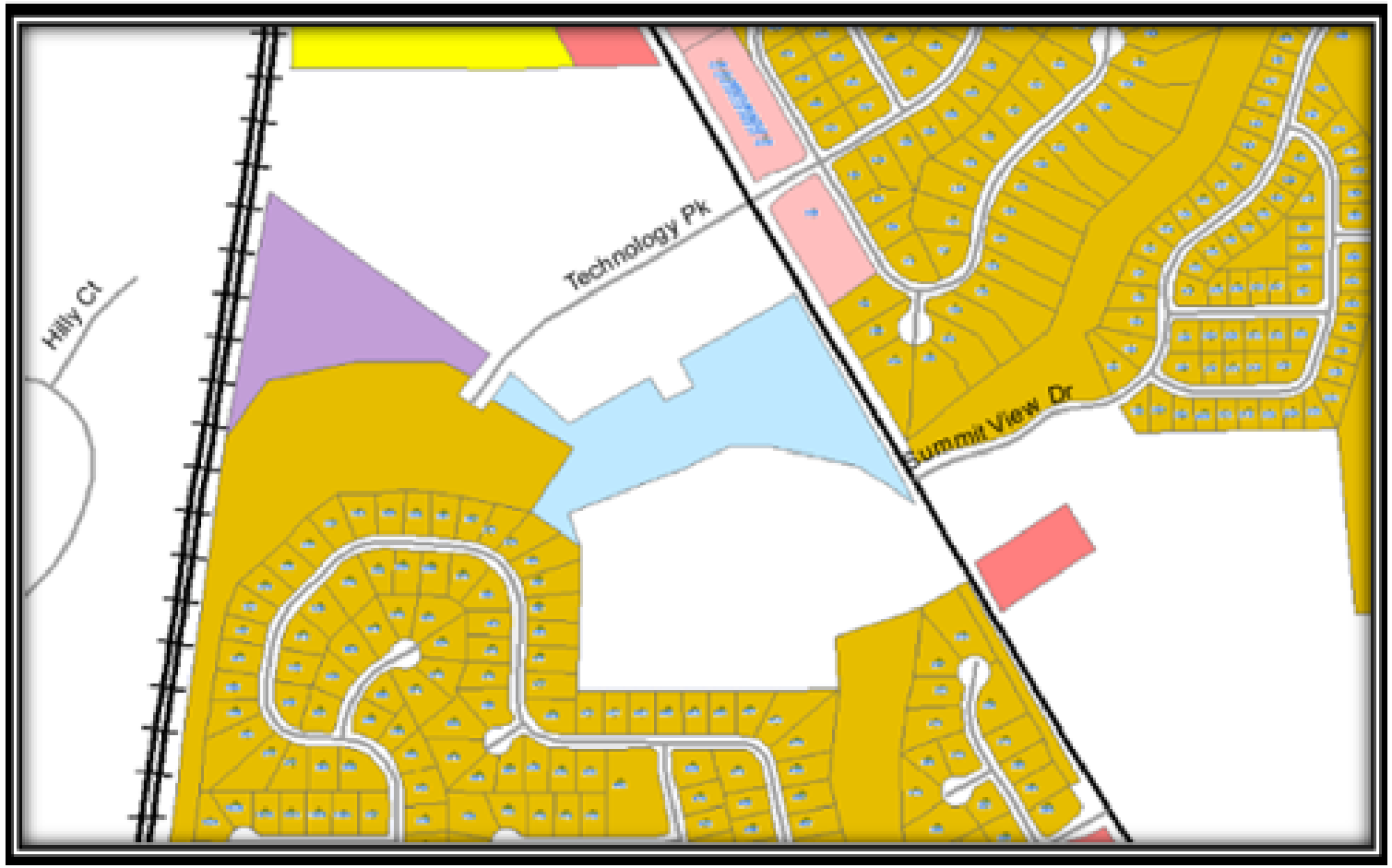
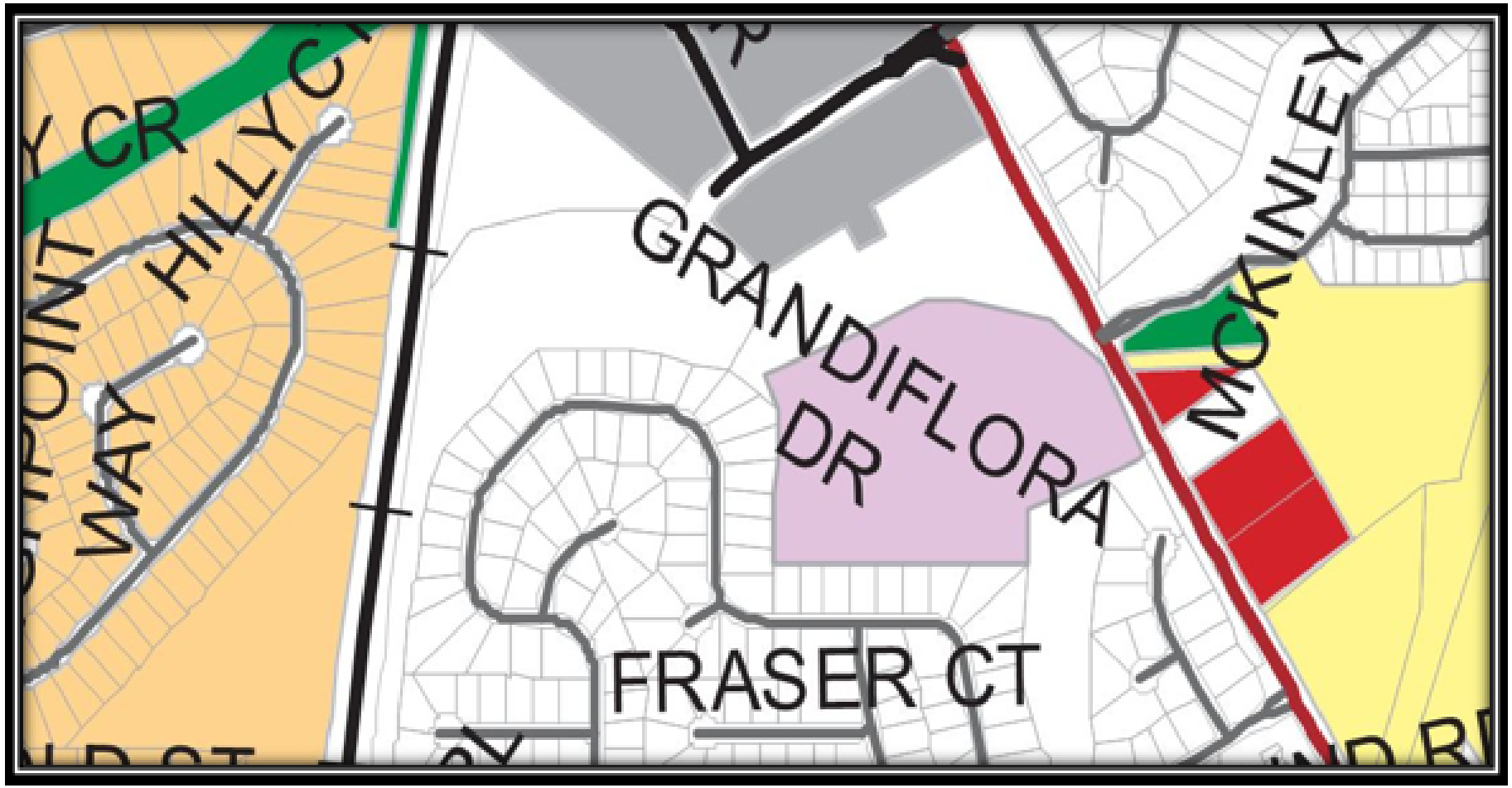
Summit at Eagles Landing Subdivision



HENRY COUNTY LAND USE DESIGNATION MAP

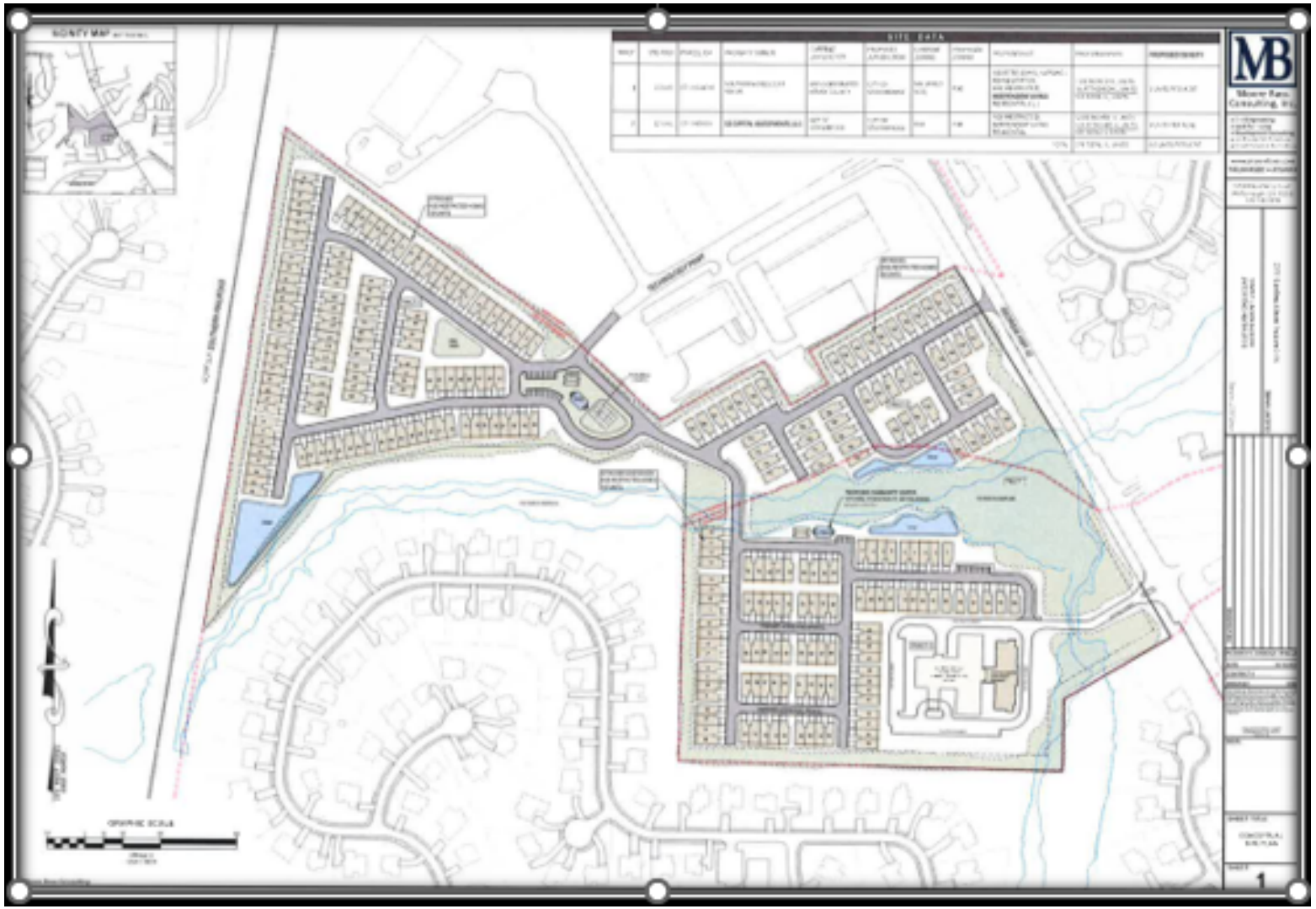
From the Henry County Comprehensive Plan

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.

ANALYSIS OF REQUEST -- PAGE ONE

1. **Consistency with the Comprehensive Plan.** The proposed development is not consistent with the Comprehensive Plan's land use designations for the subject property. A Comprehensive Plan amendment is necessary because the current land use designations do not allow the type of development which the applicant is proposing, or they do not allow the proposed residential densities. The applicant therefore has applied for a Comprehensive Plan amendment via CP-2022-02 to change the future land use designations of the two parcels as follows:

~ **Tract 1--**From Henry County's land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential', which would be more appropriate for the applicant's proposed type of development and would indicate the approximate density of the project.

~ **Tract 2—**From the City's land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. The existing 'Light Industrial' land use designation does not allow residential uses, and the existing 'Low-Density Vertical Mixed-Use' land use designation is intended for buildings which contain commercial uses on the ground floor and residential uses on the upper floors.

ANALYSIS OF REQUEST -- PAGE TWO

2. **Rationale for the Rezoning --** The rezoning of the subject property to the requested 'PUD' (Planned Unit Development) is necessary because the proposed development would include both attached and detached residential units, as well as the existing Southern Crescent Rehabilitation and Retirement Center. The property is justified for rezoning to PUD, as opposed to MFR (Multiple Family Residential) due to: 1) the inclusion of Southern Crescent; and 2) the presence of the Wolfe Creek tributary and its associated floodplain areas, which necessitates some flexibility in site design.

3. **Potential Positive Effects --** Since the proposed development would be primarily composed of residential uses, the requested PUD zoning would be compatible with the MFR zoning districts to the west, south, and east, where the Magnolias at Eagles Landing, the Highlands at Eagles Landing, and the Summit at Eagles Landing Subdivisions are located. PUD zoning would also serve as a good transition from the LI and OI districts to the north. Further, PUD zoning would be comparable to Henry County's MU (Mixed Use) zoning for Tract 1.

4. **Site Suitability --** The subject property has an unusual shape, and it is traversed by a tributary of Wolfe Creek. These may present challenges for the final site design of the property. The applicant's Conceptual Site Plan shows that due to the presence of the creek, the proposed residential units would be separated into northern and southern sections on the site. A bridge would likely need to be constructed over the creek, and the units in the southern section would be constructed away from the floodplain area.

ANALYSIS OF REQUEST – PAGE THREE

5. **Impact upon Adjacent Property Owners.** The proposed development would be compatible with the adjacent residential uses to the west, south, and east; and it would be a good transition from the warehouse uses and church to the north.

6. **Impact on the Water and Sewage System.** A letter from the Henry County Water Authority, dated May 23, 2022, states that water service, sewage treatment, and sewer line treatment are available at the subject property, but that the proposed project layout conflicts with an existing 8-inch sewer line. Thus, the sewer will have to be relocated at the developer's expense, and an easement will be required to access the sewer line from Highway 42 North. The availability of water and sewer service to the site will be re-evaluated at the time when development plans are submitted. Therefore, the developer will need to work closely with the Water Authority to ensure that adequate water and sewer service will be available.

7. **Traffic and Transportation Impacts.** The Conceptual Site Plan shows that the proposed development would have three accesses. These include the existing driveway which serves serves the Southern Crescent Rehabilitation & Retirement Center, the extension of Technology Parkway, and a new access from Highway 42 across from Glenmore Drive. Since Highway 42 North is a State highway, the developer should coordinate both Georgia DOT and Henry County DOT in providing deceleration lanes at all three accesses, as well as the possible installation of a new traffic signal. Pedestrian crosswalks should also be installed.

ANALYSIS OF REQUEST – PAGE FOUR

8. **Zoning District Compatibility.** The proposed development qualifies for the requested PUD zoning because it meets the requirement that PUD districts contain at least two types of residential uses. The proposed development would also further the objectives of the Parkway Mixed-Use Overlay district by including a mixture of land uses, representing an attractive gateway into the City (upon the successful annexation of Tract 1 into the City), and representing an innovative type of development.

9. **Site Developability Under Present Zoning.** Tract 1 could be developed under its existing Henry County zoning classification of MU (Mixed-Use) since that is similar to the City's PUD district. Tract 2 could also be developed with additional warehouses and office-institutional uses. However, due to the irregular shape of Tract 2, the development of those types of uses may be challenging, and PUD zoning offers greater flexibility in land uses and site design.

10. **Environmental Impacts –** The developer would need to coordinate with City engineers and other environmental officials regarding a bridge crossing over the existing stream, as well as the protection of sensitive floodplain areas.

STAFF RECOMMENDATION – PAGE ONE

The requested Rezoning of the subject property to 'PUD' (Planned Unit Development) via RZ-2022-02 would be necessary and desirable for the subject property to allow for the proposed independent living/age-restricted residential development. The Planning and Zoning Staff therefore recommends the APPROVAL WITH CONDITIONS of the requested Rezoning via RZ-2022-02. The recommended conditions are as follows:

1. **Annexation Approval – The rezoning shall not be approved until the requested annexation of Tract 1 via AX-2022-01 is approved before, or simultaneously with, the approval of RZ-2022-02.**

2. **Comprehensive Plan Amendment Approval – The rezoning shall not be approved until the requested Comprehensive Plan Amendment, via CP-2022-02, to change the land use designations of both parcels to 'High-Density Residential', is approved before, or simultaneously with, the approval of RZ-2022-02.**

3. **Recombination Approval – No permits shall be issued for the proposed development until the two parcels comprising the subject property are officially combined via an administrative recombination plat application. This shall only occur after the applicant has submitted proof to the Community Development Department that an acceptable new plat has been recorded by the Henry County Superior Court / Real Estate Records Division.**

STAFF RECOMMENDATION – PAGE TWO

4. **Adherence to Conceptual Site Plan –** The developer shall adhere substantially to the submitted Conceptual Site Plan. Any major deviations in the number of residential units, the density, or the overall design shall require City Council approval.

5. **Water and Sewer Availability –** The developer shall comply with the requirements of the Henry County Water Authority in relocating the existing 8-inch sewer line, providing the required easement, and taking any other necessary steps to ensure that adequate water and sewer services are available to serve the proposed development.

qPublic.net™ Henry County, GA

Legend

- Parcels
- Roads

Parcel ID	071-01034012	**Class**	C	**Owner**	SOUTHERN CRESCENT REHAB & RETIREMENT CO INC 2125 HIGHWAY 42 NORTH MCDONOUGH GA 30253	**Land Value:**	$1,500,000				
Property Address	2125 HIGHWAY 42 N	**Acreage**	20			**Building Value:**	$2,093,300	**Last 2 Sales**			
District	County/Unincorp					**Misc Value:**	$40,500	**Date**	**Price**	**Reason**	**Qual**
								11/1/2000	$0	n/a	U
						Total Value:	$3,633,800	10/17/1997	$475,000	n/a	Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022
Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by Schneider GEOSPATIAL

qPublic.net™ Henry County, GA

Overview

Legend

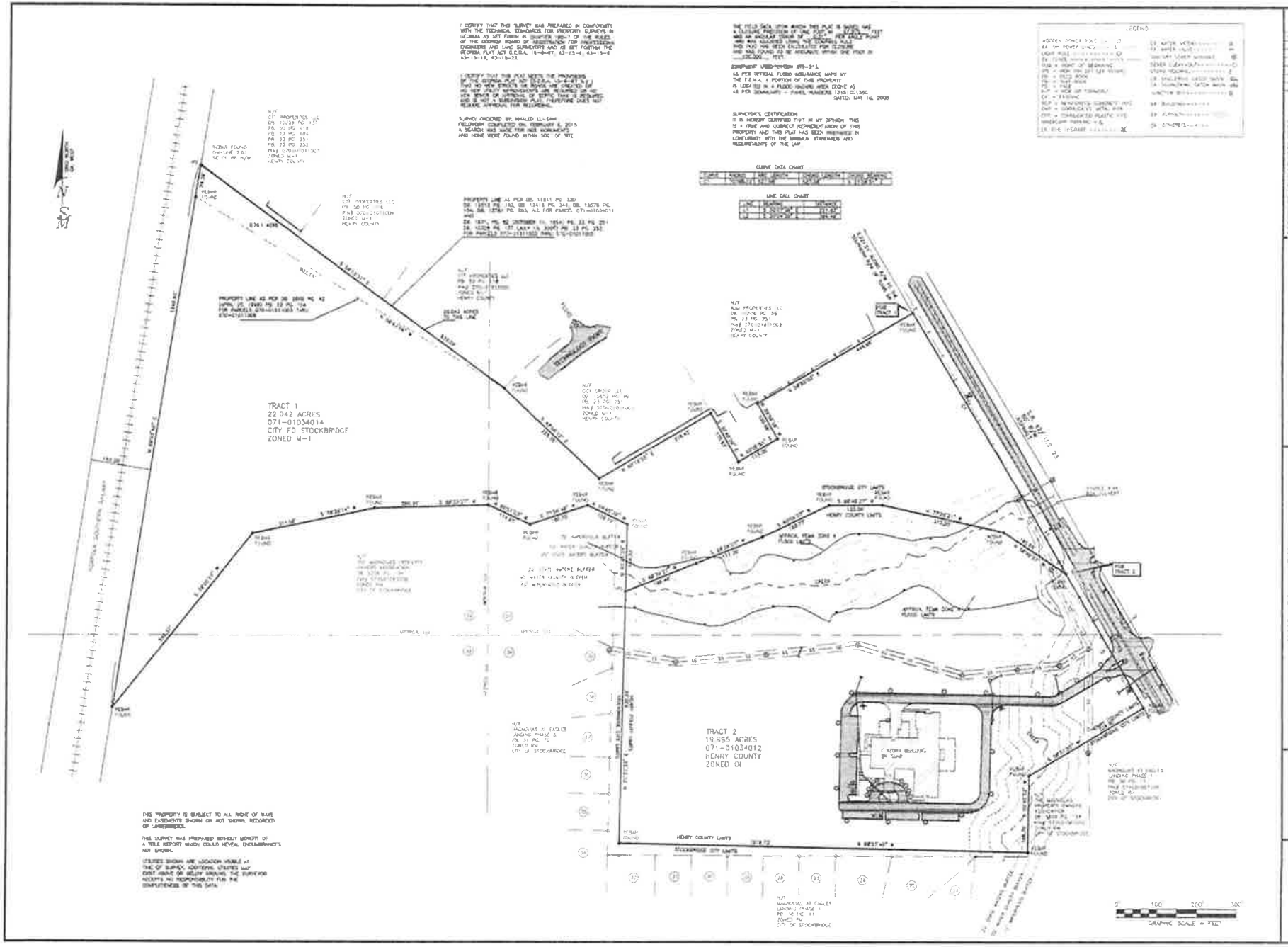
- Parcels
- Roads

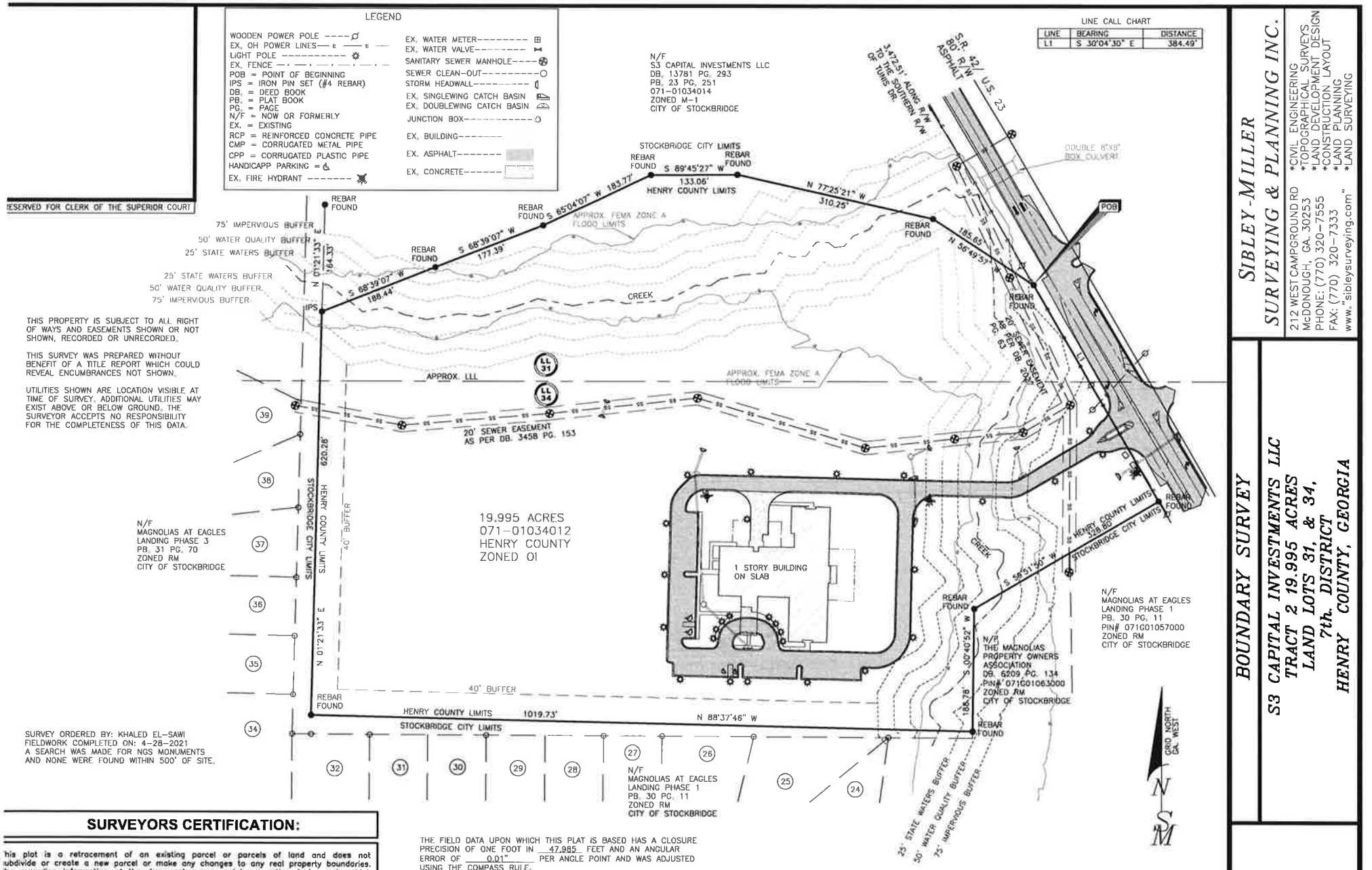
Parcel ID	071-01034014	**Class**	I	**Owner**	S3 CAPITAL	**Land Value:**	$649,400			
Property Address		**Acreage**	22.01	**Address**	INVESTMENTS LLC 2125 HIGHWAY 42 N MCDONOUGH GA 30253	**Building Value:**	$0	**Last 2 Sales**		
District	City/Stockbridge					**Misc Value:**	$0	**Date**	**Price**	**Reason**	**Qual**
								10/16/2014	$110,000	OTHER	U
								5/19/2014	$0	FAMLY/GIFT	U
						Total Value:	$649,400			

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022
Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by Schneider GEOSPATIAL


I CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, 43-15-4, 43-15-6 43-15-19, 43-15-22
I CERTIFY THAT THIS PLAT MEETS THE PROVISIONS OF THE GEORGIA PLAT ACT O.C.G.A. 15-6-67 & 68 AND NO NEW STREETS OR RIGHTS ARE CREATED OR NO NEW UTILITY IMPROVEMENTS ARE PROPOSED OR NO NEW SEWER OR APPROVAL OF SEPTIC TANK IS REQUIRED AND IS NOT A SUBDIVISION PLAT, THEREFORE DOES NOT REQUIRE APPROVAL FOR RECORDING.
SURVEY ORDERED BY: KHALED EL-SAHN
FIELDWORK COMPLETED ON: FEBRUARY 6, 2015
A SEARCH WAS MADE FOR NEW MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN ____ FEET AND AN ANGULAR ERROR OF ____ PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN ____ FEET.
COMPONENT USED/TOPCON GTS-3'S
AS PER OFFICIAL FLOOD INSURANCE MAPS MY THE F.E.M.A. & PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER (SEMILAR?) - PANEL NUMBERS 13151C0134C DATED: MAY 16, 2008
SURVEYOR'S CERTIFICATION
IT IS HEREBY CERTIFIED THAT IN MY OPINION THIS IS A TRUE AND CORRECT REPRESENTATION OF THIS PROPERTY AND THIS PLAT HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW
LEGEND
CURVE DATA CHART
LINE CALL CHART
TRACT 1
22.042 ACRES
071-01034014
CITY OF STOCKBRIDGE
ZONED M-1
TRACT 2
19.955 ACRES
071-01034012
HENRY COUNTY
ZONED OI
PROPERTY LINE AS PER DB. 11811 PG. 330
DB. 13513 PG. 183, DB 13418 PG. 344, DB. 13578 PG.
AND
DB. 11811, PG. 82 (DECEMBER 11, 1984) PB. 33 PG. 251
DB. 10329 PG. 127, (MAY 10, 2007) PB. 33 PG. 252
FOR PARCELS 071-01031002 THRU 071-01031005
N/F
CITI PROPERTIES, LLC
DB. 10730 PG. 139
PB. 33 PG. 118
PB. 33 PG. 104
PB. 33 PG. 251
PB. 73 PG. 253
PARCEL 071-01031001
ZONED M-1
HENRY COUNTY
N/F
CITI PROPERTIES, LLC
PB. 33 PG. 118
PARCEL 071-01031004
ZONED M-1
HENRY COUNTY
N/F
RLW PROPERTIES, LLC
DB. 11709 PG. 36
PB. 33 PG. 251
PARCEL 071-01031002
ZONED M-1
HENRY COUNTY
N/F
COX CABLE, LLC
DB. 12672 PG. 96
PB. 33 PG. 73
PARCEL 071-01031001
ZONED M-1
HENRY COUNTY
N/F
MAGNOLIAS AT EAGLES LANDING PHASE 3
PB. 33 PG. 76
ZONED RM
CITY OF STOCKBRIDGE
N/F
MAGNOLIAS AT EAGLES LANDING PHASE 1
PB. 30 PG. 11
ZONED RM
CITY OF STOCKBRIDGE
N/F
MAGNOLIAS AT EAGLES LANDING PHASE 2
PB. 33 PG. 76
ZONED RM
CITY OF STOCKBRIDGE
N/F
MAGNOLIAS PROPERTY OWNERS ASSOCIATION, INC.
PB. 30 PG. 11
ZONED RM
CITY OF STOCKBRIDGE
N/F
HENRY COUNTY
PARCEL 071-01031001
ZONED M-1
HENRY COUNTY
N/F
HENRY COUNTY
PARCEL 071-01031001
ZONED M-1
HENRY COUNTY
0.761± ACRES
PROPERTY LINE AS PER DB. 2898 PG. 42
(APPX. PC (2ND) PB. 33 PG. 104
FOR PARCELS 071-01031003 THRU 071-01031005
REBAR FOUND
CRIMPED TOP PIPE
REBAR FOUND
ONE-INCH (1") OPEN TOP PIPE
REBAR FOUND
REBAR FOUND
REBAR FOUND



SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L. MILLER

Tim L. Miller GA. RLS # 3150 — Date: 4-29-2021

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK---- 50'
REAR SETBACK ---- 20'
SIDE SETBACK: ---- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA

0' 100' 200' 300'
GRAPHIC SCALE = FEET

SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www."sibleysurveying.com"
*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

PROJECT #: B15008
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY:	TLM
SCALE:	1" = 100'
DATE:	04/29/2021

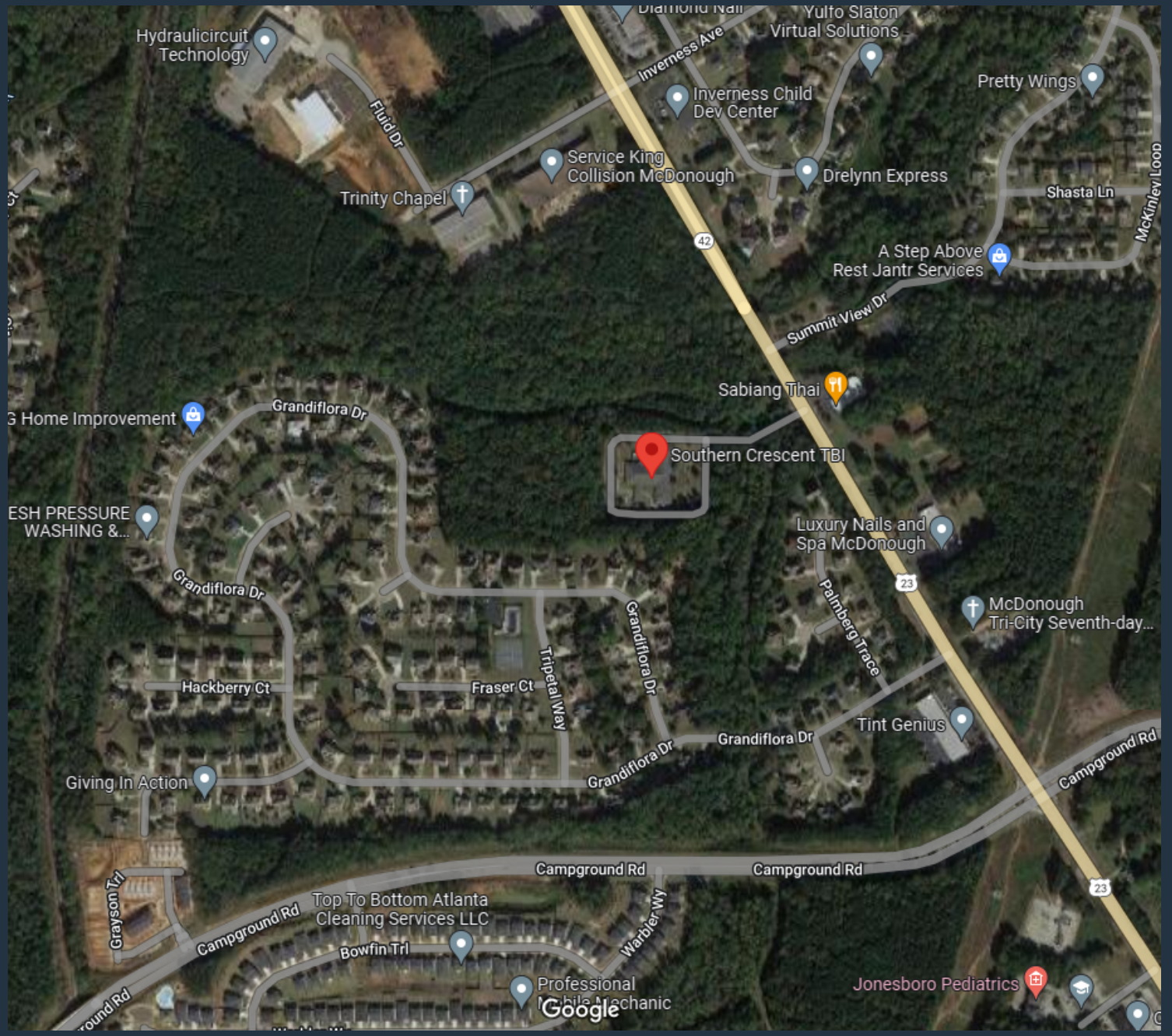
SHEET: 1 OF 1

Battle Law

2125 Highway 42 North,
Henry County, GA

Rezoning

LOCATION


Hydraulicircuit Technology
Fluid Dr
Inverness Ave
Yulfo Slaton Virtual Solutions
Pretty Wings
Inverness Child Dev Center
Service King Collision McDonough
Drelynn Express
Trinity Chapel
Shasta Ln
McKinley Loop
42
A Step Above Rest Jantr Services
Summit View Dr
Sabiang Thai
Grandiflora Dr
Home Improvement
Southern Crescent TBI
ESH PRESSURE WASHING &...
Luxury Nails and Spa McDonough
Palmberg Trace
23
McDonough Tri-City Seventh-day...
Hackberry Ct
Fraser Ct
Tripetal Way
Tint Genius
Giving In Action
Campground Rd
Grayson Trl
Top To Bottom Atlanta Cleaning Services LLC
Bowfin Trl
Warbler Wy
Professional
Jonesboro Pediatrics
Google

Southern Crescent TBI Center

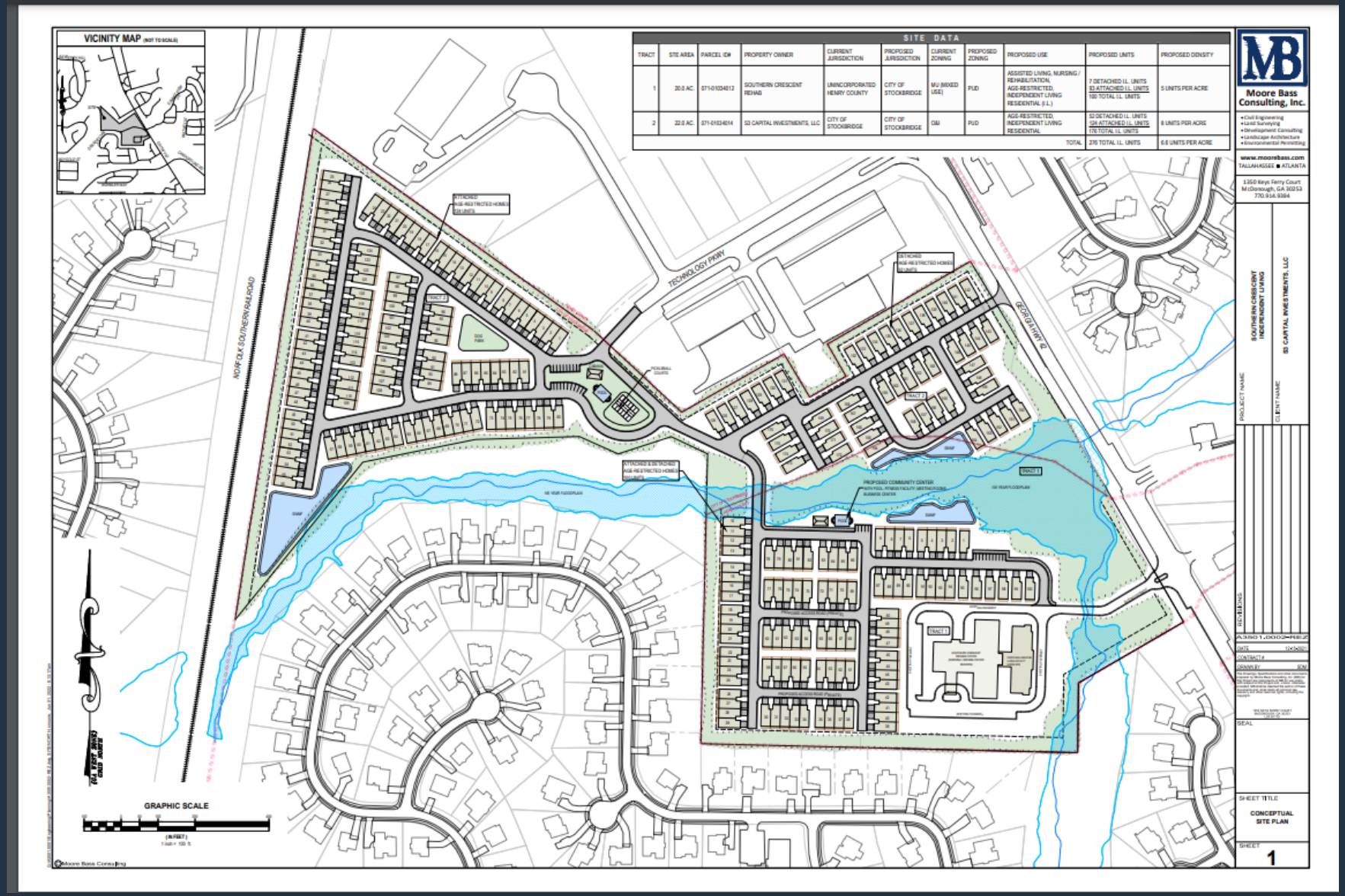
- **About Southern Crescent TBI**
-
- SCTBI is a cutting edge in-patient healthcare facility that is dedicated to providing medical and rehabilitation services for individuals who have suffered a traumatic or acquired brain injury.

GOAL

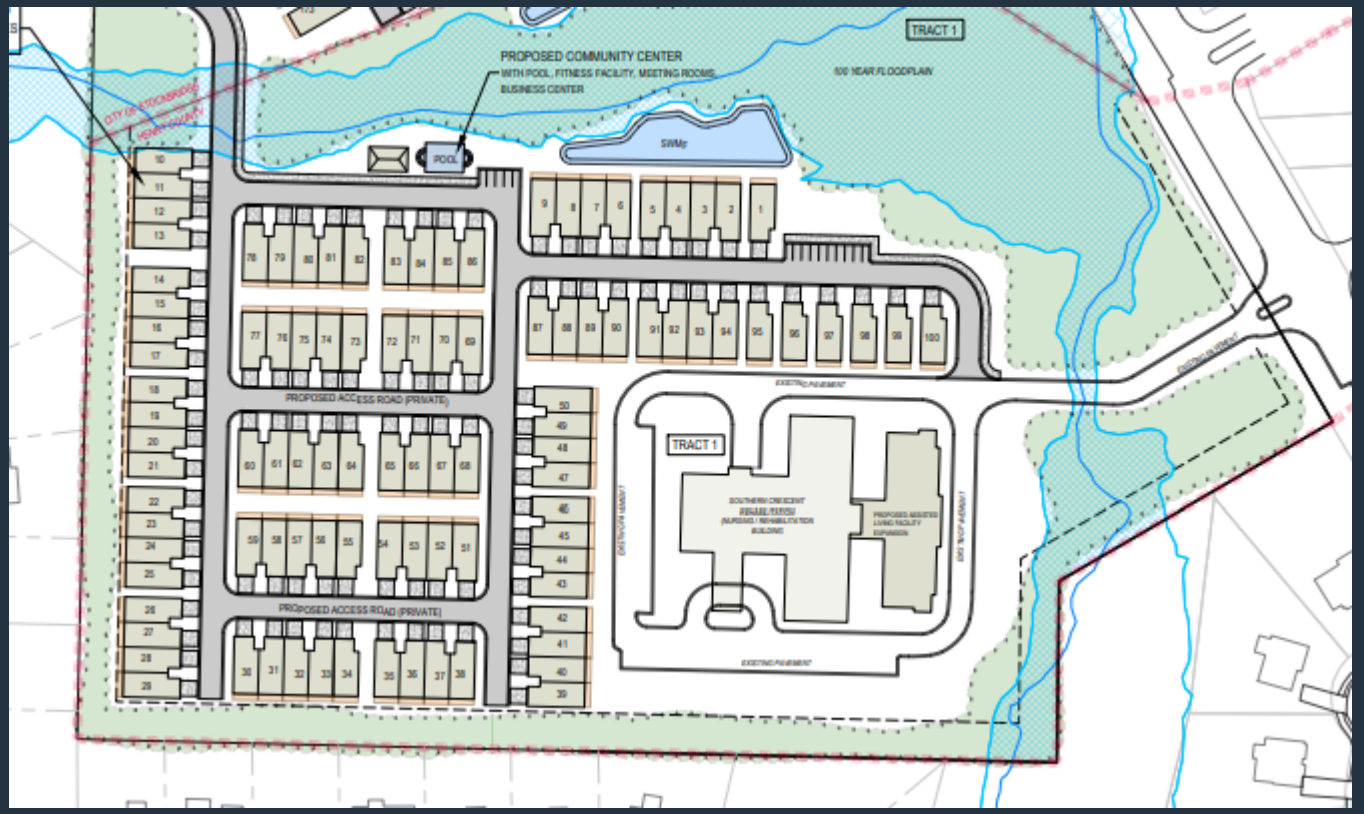
- TO PROVIDE QUALITY SENIOR HOUSING WITHIN THE CITY OF STOCKBRIDGE THAT IS SECOND TO NONE AT AFFORDABLE RATES

SITE PLAN

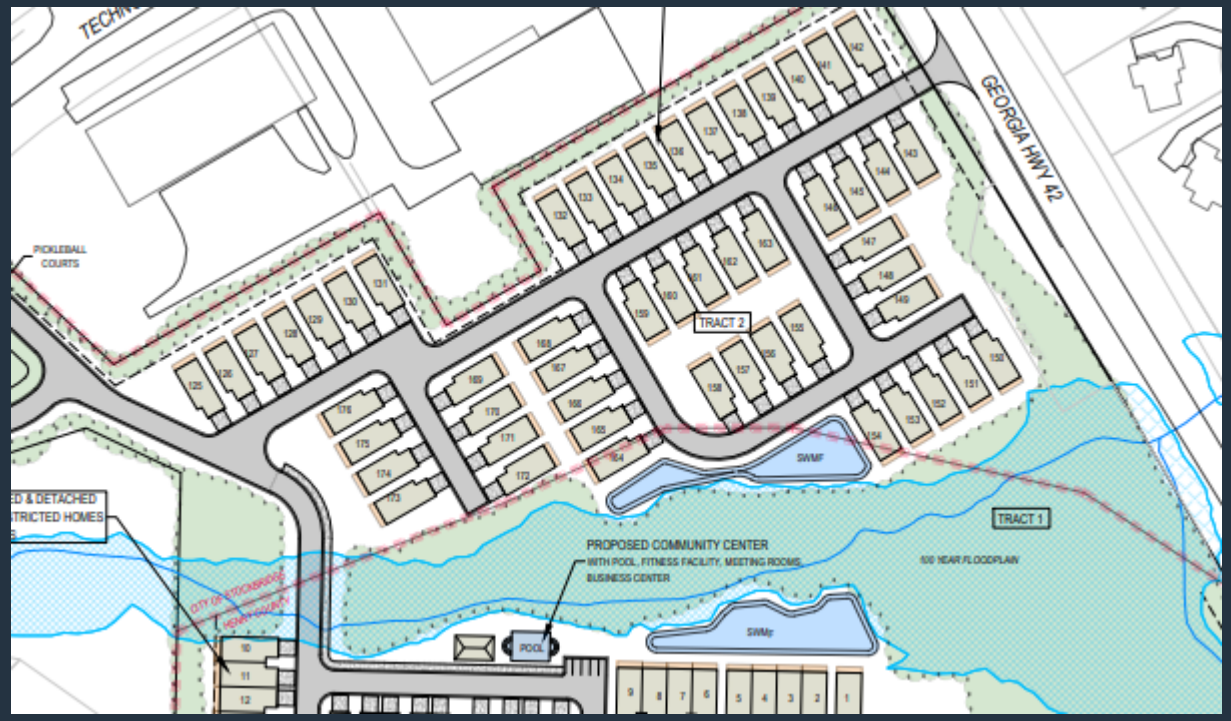
- Age Restricted Community for 55 and Older
- 224 Townhome units
- 52 Single-Family Detached units



POD I


TRACT 1
PROPOSED COMMUNITY CENTER
WITH POOL, FITNESS FACILITY, MEETING ROOMS,
BUSINESS CENTER
100 YEAR FLOODPLAIN
POOL
SWMF
PROPOSED ACCESS ROAD (PRIVATE)
PROPOSED ACCESS ROAD (PRIVATE)
TRACT 1
EXISTING PAVEMENT

POD II


GEORGIA HWY 42
PICKLEBALL COURTS
TRACT 2
TRACT 1
SWMF
SWMp
PROPOSED COMMUNITY CENTER
WITH POOL, FITNESS FACILITY, MEETING ROOMS, BUSINESS CENTER
POOL
100 YEAR FLOODPLAIN

POD III

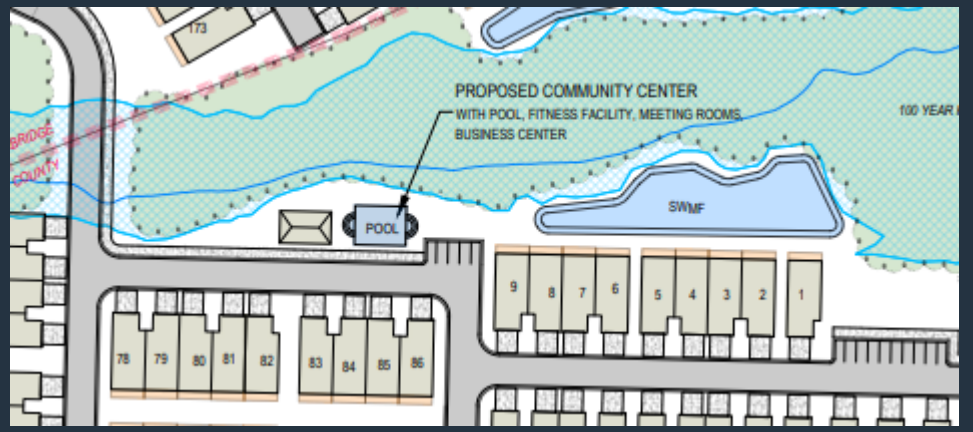
2
22.0 AC.
ATTACHED
AGE-RESTRICTED HOMES
124 UNITS
TRACT 2
DOG
PARK
CABANA
POOL
PICKLEBALL
COURTS
TECHNOLOGY PKWY
NORFOLK SOUTHERN RAILROAD
ATTACHED & DETACHED
AGE-RESTRICTED HOMES
100 UNITS
100 YEAR FLOODPLAIN
SWMF

SITE DATA

SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
								TOTAL	276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

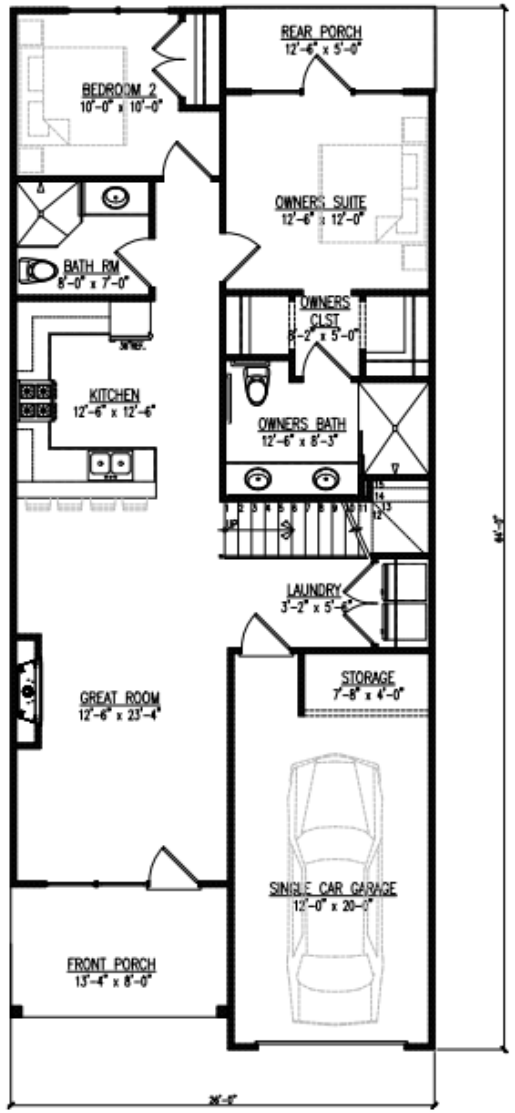
ELEVATION (PHASE 1)

AMENITY AREAS



PROPOSED AMENITIES

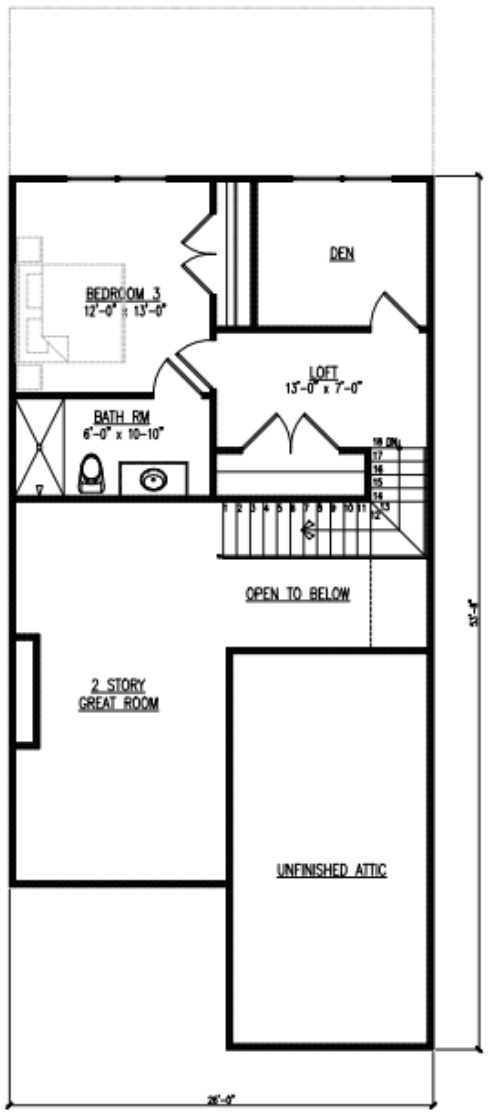
1. Two community center/clubhouses
    - *Library*
    - *Small Theater*
    - *Live Music*
    - *Meeting Rooms and Business Center*
2. Heated indoor and outdoor swimming pools
3. Walking Trail
4. Pickle Ball Courts
5. Dog Park
6. 100% Lawn Maintenance
7. Mandatory HOA with no rentals allowed expect by the Declarant under the Declaration of Restrictive Covenants
8. Access to medical services for a fee



1 MAIN FLOOR PLAN - 3 BED ROOM UNIT

MAIN LEVEL: 1,133 SQ. FT. (1,620 TOTAL SQ. FT)

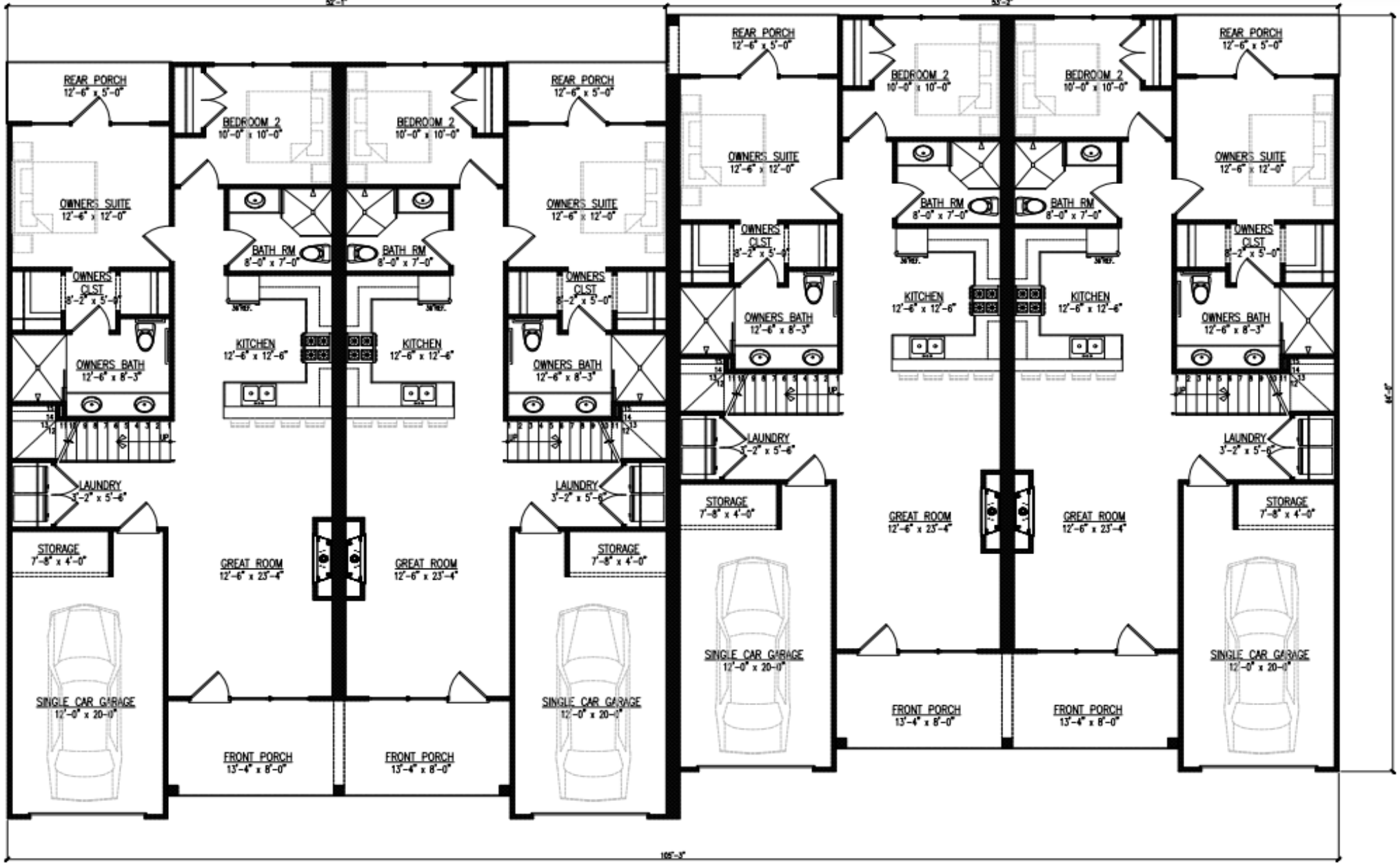
LOGAN DESIGN GROUP ARCHITECTS



2 UPPER FLOOR PLAN - 3 BED ROOM UNIT

UPPER LEVEL: 487 SQ. FT.(1,620 TOTAL SQ. FT)

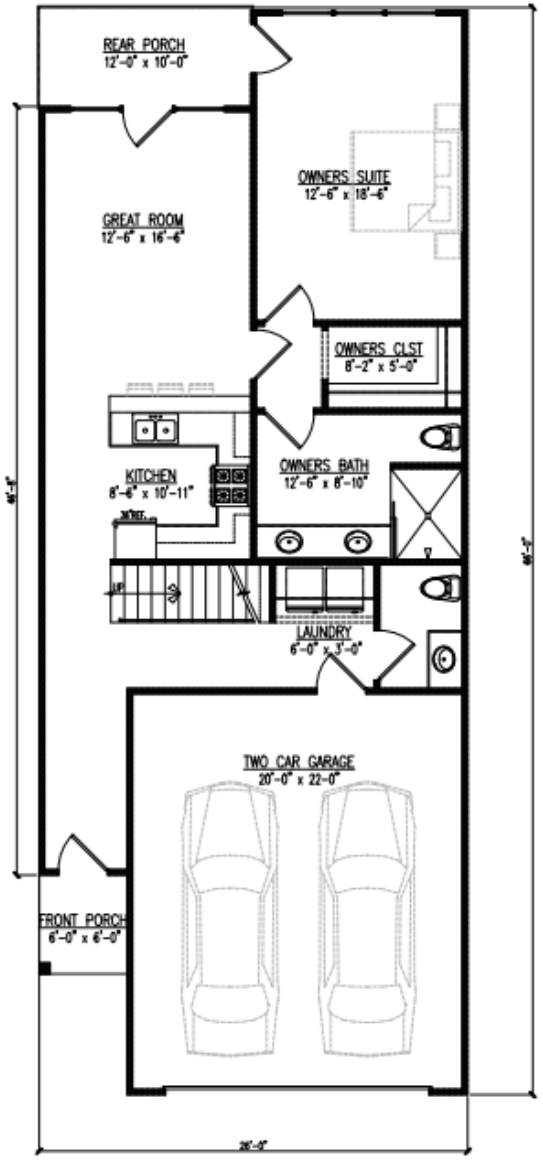
LOGAN DESIGN GROUP ARCHITECTS



1 MAIN FLOOR PLAN - 3 BED ROOM UNIT

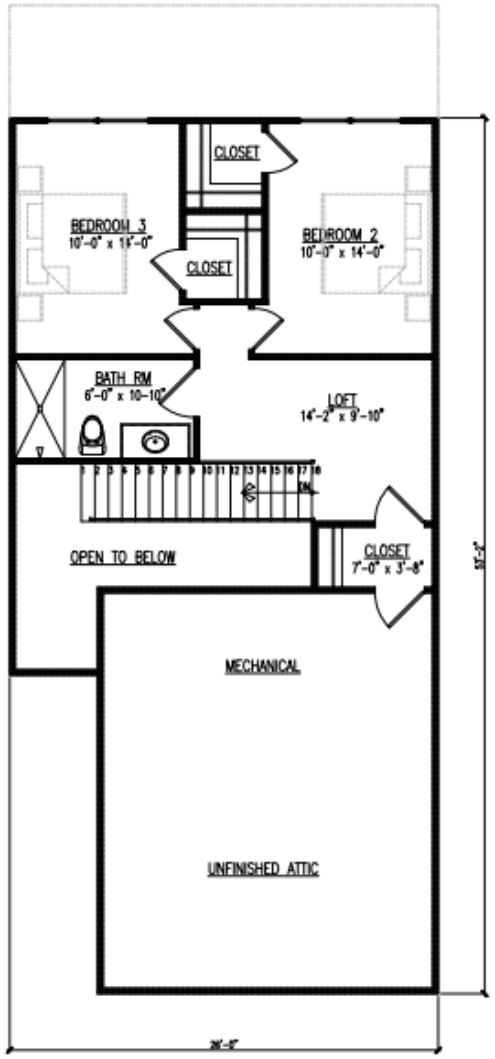
4 UNIT BUILDING

LOGAN DESIGN GROUP ARCHITECTS



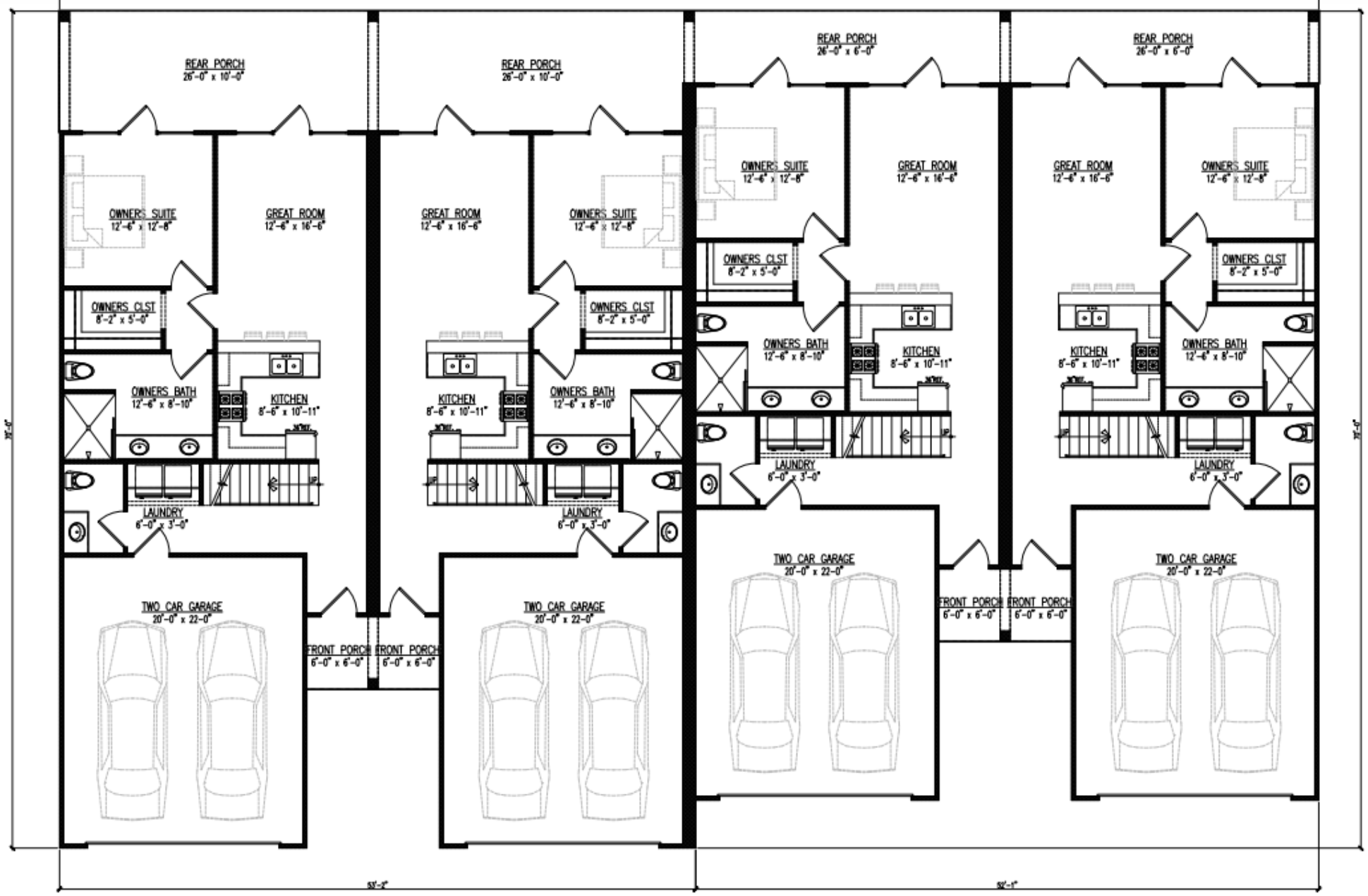
1 MAIN FLOOR PLAN - 3 BED ROOM UNIT

MAIN LEVEL:1015 SQ. FT. (1,592 TOTAL SQ. FT)



2 UPPER FLOOR PLAN - 3 BED ROOM UNIT

UPPER LEVEL:577 SQ. FT.(1,592 TOTAL SQ. FT)

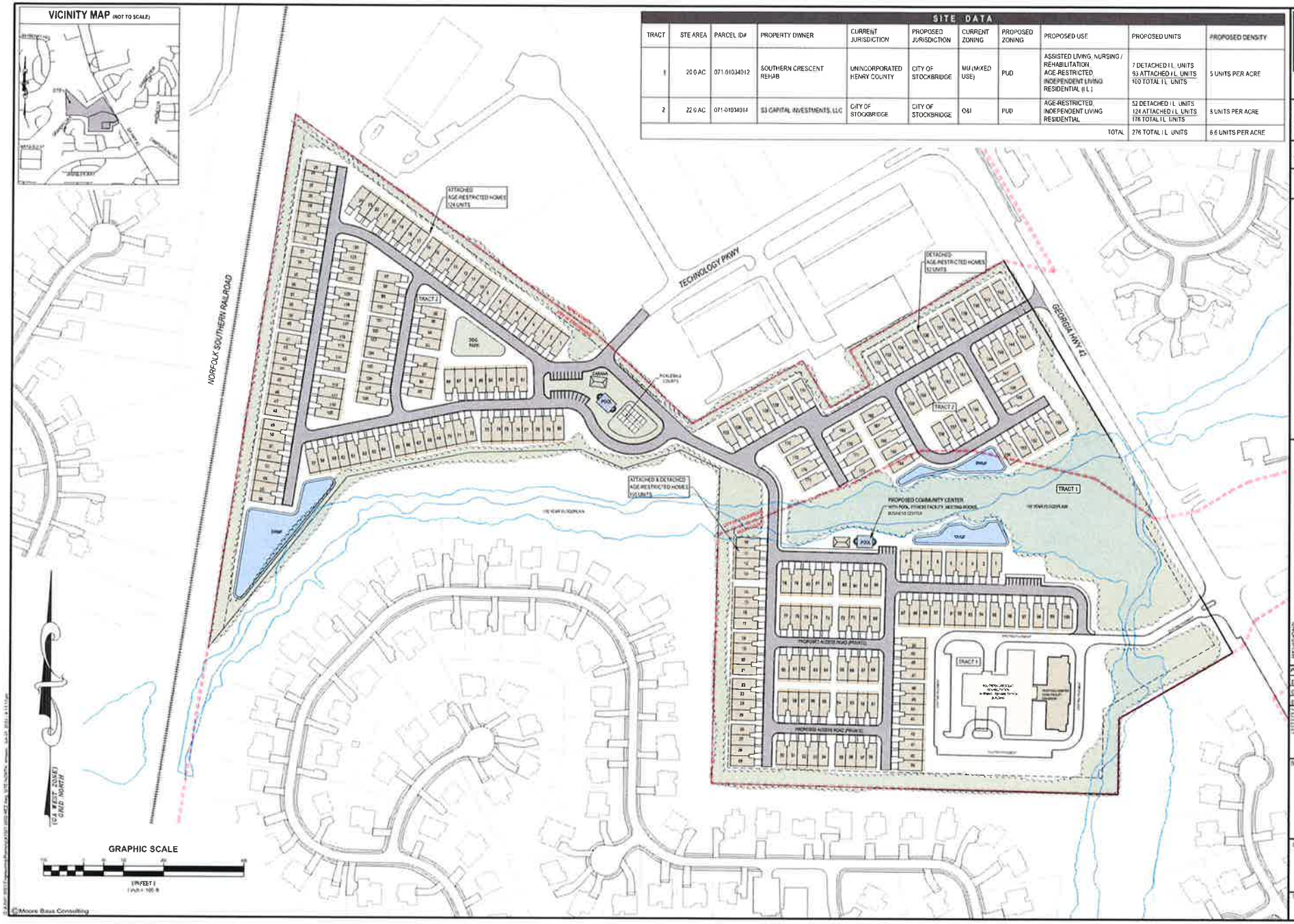


1 MAIN FLOOR PLAN - 3 BEDROOM LAYOUT
4 UNIT BUILDING

LOGAN DESIGN GROUP ARCHITECTS

Frequently Asked...

- Proposed building materials: Brick and Siding
- Unit sizes: 1600 sf
- Number of bedrooms: 2 & 3
- Garages available: Yes, 1 & 2 cars
- Amenities: Two pools, two community centers which will include libraries, a wellness center, walking trail, and on-demand (paid) medical services
- Anticipated price: Low $300,000s
- When do you anticipate the first units being available for sale/rent?: 2023
- Who will these units be primarily marked to?: 55+ age restricted



Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME: SOUTHERN CRESCENT INDEPENDENT LIVING

CLIENT NAME: S3 CAPITAL INVESTMENTS, LLC

REVISIONS

A3501.0002-REZ

DATE: 12-15-2021

CONTRACT #

DRAWN BY: SCM

SEAL

SHEET TITLE: CONCEPTUAL SITE PLAN

SHEET: 1

RESOLUTION NO. 21-235

RESOLUTION APPROVING A REZONING REQUEST FROM OI (OFFICE-INSTITUTIONAL) TO MU (MIXED USE) FOR PROPERTY LOCATED AT 2125 HIGHWAY 42 NORTH IN LAND LOTS 31 AND 34 OF THE 7TH DISTRICT CONSISTING OF 19.995 +/- ACRES

WHEREAS, Southern Crescent of McDonough, GA requests a rezoning (**RZ-21-18**) from OI (Office-Institutional) to MU (Mixed Use) for property located at 2125 Highway 42 North (Parcel: 071-01034012) in Land Lots 31 and 34 of the 7th District consisting of 19.995 +/- acres for a mixed use single-family residential and institutional living development; and

WHEREAS, all County and State requirements for legal advertisement and a public hearing have been met; and

WHEREAS, the Planning & Zoning Staff for Henry County has reviewed the request and submitted a report that is part of the public record; and

WHEREAS, the Henry County Zoning Advisory Board reviewed and recommended approval of the applicant's request on May 27, 2021;

NOW, THEREFORE, BE IT RESOLVED THAT the Henry County Board of Commissioners **approves** the applicant's request with the following conditions:

1. The uses of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.
2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and shall have a deceleration lane and acceleration taper designed and constructed to HCDOT standards.
3. All disturbed areas shall be sodded, except where landscaping is present or installed.
4. The residential portion of the development shall consist of cluster single-family attached and detached units, only. The total number of dwelling units shall be limited to 100. Compliance with zoning conditions and development standards may further limit the number of dwelling units.
5. An on-site amenity package shall be provided and shall consist of at least the following:
    (a) One (1) Community Center which includes, at a minimum, the following:
        (i) Pool
        (ii) Fitness facility
        (iii) Meeting rooms
        (iv) Business Center
    (b) Two (2) outdoor recreation areas including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.
6. The community center shall be completed prior to the issuance of the fiftieth (50th) building permit of a single-family attached or detached dwelling unit.
7. The residential portion of the development shall comply with Section 4.03.30 of the ULDC regarding single-family senior adult housing.

8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.

9. Any approved development permit shall be limited to a maximum of 60 dwelling units until the proposed access point to the north, as depicted on the site plan dated April 9, 2021, is designed and constructed to HCDOT and City of Stockbridge standards, and connects to an already existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.

10. The subject property shall not, at any time, be developed as a traditional single-family and/or multi-family residential development (even if it is age-marketed or age-targeted) or any other type of residential community that does not require each single-family attached or detached unit to house an individual which requires a level of care that is provided by the assisted living facility.

11. No more than fifteen percent (15%) of the homes shall be rented out at any one time.

12. Only the management of the owners/ operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc. as per current public tax records, may rent dwelling units.

13. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc., as per current public tax records.

14. A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to GDOT of the site's existing access per GDOT's requirements. The developer/owner shall be responsible to provide all of the indicated improvements as required by the ULDC.

15. The dwelling units shall be limited to condominium units.

16. The dwelling units shall be limited to units with two (2) or three (3) bedrooms. Each dwelling unit shall have a minimum of two (2) full bathrooms.

17. The dwelling units shall have a minimum of 1,600 square feet with a running minimum average of 1,800 square feet.

18. The dwelling units shall be Craftsman style as approved by the Planning & Zoning Department and shall have a minimum 3' high water table consisting of brick or similar.

19. Each permitted home in the development shall be compatible with existing homes, as determined by the Planning & Zoning Department. The Planning & Zoning Department is authorized to require the heated square footage to be increased and/or the architectural style to be modified in instances where incompatibility is determined.

20. Each dwelling unit shall have a garage. Garages shall be setback a minimum of 12" from the front dripline of the home. Greater than 50% of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding complimentary to the exterior of the homes.

21. Four (4) of the dwelling units shall be reserved for those leaving the care of assisted living, needing transitional living arrangements. No permits of any kind shall be approved unless all four of these transitional living units are included.

22. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a minimum 4' high fence, and be included in the common area to be maintained by the HOA. No detention pond shall be located on private property.

23. An HOA shall be required and shall maintain the common areas and building exteriors.

24. Interior sidewalks shall be a minimum of 8' wide. Exterior sidewalks along Highway 42 shall be a minimum of 10' wide.

BE IT SO RESOLVED THIS 20TH DAY OF JULY, 2021.

BOARD OF COMMISSIONERS

OF HENRY COUNTY, GEORGIA

Carlotta Harrell, Chair

ATTEST:

Stephanie Braun, County Clerk

Comp Plan Conditions

1. The residential portion of the project shall be single-family attached and detached units arranged in a cluster style with a minimum of a six foot side yard setback to maintain properly distanced residences without the firewall requirement. Front yards can be a minimum of 20 feet to help reduce the need for extensive yard maintenance.
2. ~~The community Development (Planning & Zoning) Department should have architectural control to ensure that the constructed buildings conform to the surrounding residential and commercial/industrial area. Of primary concern would be the compatibility of the institutional building in relation to the cluster homes, and in turn with the entire development and adjoining properties.~~
3. Lighting should be subdued, especially with respect to the bordering residential units. A lighting plan should be submitted at the tie of development to ensure that little intrusion occurs to the adjacent properties.
4. A sizeable undisturbed or landscaped buffer should exist at the entrance of the site as well as all border of the property. The entrance to the property should be left as undisturbed or with enhanced landscaping to separate the property from S.R. 42 and its associated traffic noise.
5. All of the common grounds – including the parking area – should be heavily landscaped, ~~with Community Development (Planning & Zoning) retaining approval of landscaping, especially in regards to our new proposed landscape ordinance currently underway.~~
6. Interior sidewalks, streetlights, and sodded lawns should be conditioned for the cluster assisted living units. In addition, two trees shall be planted in the front of the cluster units should these areas be completely graded for construction.
7. ~~Access should be gated to provide for the security of the entire facility.~~
8. ~~Any deviation from the submitted site plan is subject to further review by the Community Development (Planning & Zoning) Department, this (Zoning Advisory) Board, and, if needed, the Board of Commissioners.~~

Rezoning Conditions

1. The use of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.
2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and shall have a deceleration lane and acceleration taper designed and constructed to HCDOT standards.
3. All disturbed areas shall be sodded, except where landscaping is present or installed.
4. The residential portion of the development shall consist of cluster single-family attached and detached units, only. The total number of dwelling units shall be limited to ~~100~~. Compliance with the zoning conditions and development standards may further limit the number of dwelling units.
5. ~~An on-site amenity package shall be provided and shall consist of at least the following:~~
    a. ~~One (1) Community Center which includes, at a minimum, the following:~~
        i. ~~Pool~~
        ii. ~~Fitness facility~~

iii. ~~Meeting rooms~~
iv. ~~Business Center~~

b. Two (2) outdoor recreation areas including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.

6. The community center shall be completed prior to the issuance of the fiftieth (50th) building permit of a single-family attached or detached dwelling unit.
7. ~~The residential portion of the development shall comply with Section 4.03.30 of the ULDC regarding single-family senior adult housing.~~
8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.
9. ~~Any approved development shall be limited to a maximum of 60 dwelling units until the proposed access point to the north, as depicted on the site plan dated April 9, 2021, is designed and constructed to HCDOT and City of Stockbridge standards, and connects to an already existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.~~
10. The subject property shall not, at any time, be developed as a traditional single-family and/or multi-family residential development (even if it is age-marketed or age-targeted) or any other type of residential community that does not require each single-family attached or detached unit to house an individual which requires a level of care that is provided by the assisted living facility.
11. No more than fifteen percent (15%) of the homes shall be rented out at any one time.
12. Only the management of the owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Rehab Retirement Co., Inc. as per current public tax records, may rent dwelling units.
13. ~~Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc., As per current public tax records.~~
14. ~~A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to GDOT of the site's existing access per GDOT's requirements. The developer/owner shall be responsible to provide all of the indicated Improvements as required by the ULDC.~~
15. ~~The dwelling units shall be limited to condominium units.~~
16. The dwelling units shall be limited to units with two (2) or three (30 bedrooms. Each dwelling unit shall have a minimum of two (2) full bathrooms.
17. The dwelling units shall have a minimum of 1,600 square feet with a running minimum average of 1,800 square feet.
18. ~~The dwelling units shall be Craftsman style as approved by the planning & Zoning Department and shall have a minimum 3' high water table consisting of brick or similar.~~

~~19.~~ Each permitted home in the development shall be compatible with existing homes, ~~as determined by the planning & Zoning Department. The Planning & Zoning Department is authorized to require the heated square footage to be increased and/or the architectural style to be modified in instances where incompatibility is determined.~~

20. Each dwelling unit shall have a garage. Garages shall be setback a minimum of 12" from the front dripline of the home. Greater than 50% of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding complimentary to the exterior of the homes.
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22. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a minimum 4' high fence, and be included in the common area to be maintained by the HOA. No detention pond shall be located on private property.
23. ~~23.~~ An HOA shall be required and shall maintain the common areas and building exteriors. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by ~~the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc., As per current public tax records.~~ the HOA.
24. Interior sidewalks shall be a minimum of 8' wide. Exterior sidewalks along Highway 42 shall be a minimum of 10' wide.

Rezoning Application

City of Stockbridge, Georgia

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.

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

ALL APPLICANTS ARE REQUIRED TO SCHEDULE AND ATTEND A PRE-APPLICATION MEETING WITH THE CITY OF STOCKBRIDGE PLANNING AND ZONING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT. PLEASE CALL THE OFFICE AT (770) 389-7900 TO SCHEDULE AN APPOINTMENT.

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

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

MEETING LOCATIONS—ALL PLANNING COMMISSION MEETINGS WILL BE HELD VIRTUALLY (BY ZOOM) UNTIL FURTHER NOTICE.

[Form revised on 1/19/22.]

City of Stockbridge Planning and Zoning Division

Community Development Department

REZONING 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/INTIAL
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. Original signature 2. In lieu of owner's signature, applicant has signed and **notarized** a copy of a "Contract", "Power of Attorney" or "Lease."	/
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents filed with an application, and must be **notarized.**	/
Letter of Ownership	01	Letter stating that the owner is aware of the rezoning request and owns the property in question.	/
Letter of Intent	1	Must clearly state the proposed use and development intent.	/
Site Plans (24 x 36) and (11 x 17)	1 10	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 the proposed lot layout.	/
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 who is 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.	/
Water and sewer availability letter	1	This letter must accompany the application at the time of submittal. It should state that water and sewer are available to serve the property, or such services can be extended to the site. Please obtain the letter from the appropriate office which serves the property, such as Henry County Water Authority, City of Stockbridge Public Works Department, or a Clayton County office.	/
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).***	/

City of Stockbridge Planning and Zoning Division
Rezoning Application

Name of Applicant S3 Capital Investments, LLC Phone: 678-565-7710 Date: November 10, 2021

Address Applicant: 2125 Highway 42 North Fax Cell # 678-565-7710

City: McDonough State: Georgia Zip: 30253 E-mail: kelsawi@sctbi.com

Name of Agent Battle Law, P.C. Phone: 404-601-7616 Date: November 10, 2021

Address Agent: 3562 Habersham at Northlake Building J, Suite 100 Fax Cell # 404-601-7616

City: Tucker State: Georgia Zip: 30084 E-mail: mlb@battlelawpc. com

THE APPLICANT NAMED ABOVE AFFIRMS THAT HE OR SHE IS THE OWNER, OR AGENT OF THE OWNER, OF THE PROPERTY DESCRIBED BELOW, AND IS REQUESTING A REZONING OF THE PROPERTY.

Rezoning being requested from OI, LI, and MU to PUD for an age-restricted residential development

The property will be POSTED with a City of Stockbridge rezoning 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. MB **Acknowledgement**

Address of Property: 2125 Highway 42 North and Highway 42 North Near Technology Parkway

Nearest intersection to the property: Highway 42 N and Summit View Drive (Street Address)

Size of Tract: 42 acre(s), Land Lot Number(s): 31+, 31, District(s): 7

Property Tax Parcel Number(s): 071-01034012, 071-01034014 **(Required)**

Witness' Signature

Signature of Applicant

Printed Name of Witness

S3 Capital Investments, LLC
Printed Name of Applicant

Notary

Signature of Agent

NOTARY STAMP:

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

(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: _____

Planning Commission Decision: _____

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 X

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 20 day of February, 2022

S3 Capital Investments, LLC
Applicant's Name - Printed

Omar El Sawi
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 20 day of February, 2022.

TESSA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Tessa J. Davis
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 X

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 20 day of February, 2022

Southern Crescent Rehab & Retirement Co Inc
Applicant's Name - Printed

Omar ElSawi
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 20 day of February, 2022.

TIESSIA J DAVIS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2022

Tiessia J Davis
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 ✓

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 1st day of March, 2022

Michele Battle
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 1st day of March, 2022.

Notary Public

BRITTNEY BUTLER NOTARY PUBLIC Exp. Aug. 18, 2025 COBB COUNTY, GA

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

CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name:
Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North and Highway 42 North Near Technology Parkway McDonough, Georgia 30253

Telephone: (678) 565-7710 Email: kelsawi@sctbi.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: _____ Date: 2/22/22

Personally appeared before me,

_____

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

_____
Notary Public

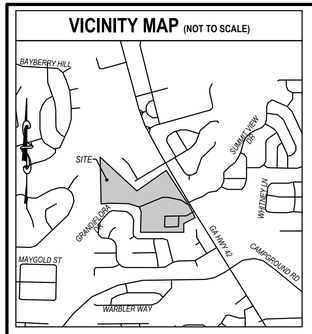
2/20/2022
Date

TESSA J DAVIS
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 22, 2022
FULTON COUNTY, GEORGIA
(Affix Seal Here)

Print

M1
FLUID DR
SUMMIT VIEW DR
zoned with Comp. Plan Amendment
To be Annexed
MU
HIGHWAY 42 N
C2
CAROLINUS CT
PALMBERG TR

VICINITY MAP (NOT TO SCALE)



SITE DATA

TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
								TOTAL	276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

NORFOLK SOUTHERN RAILROAD

TECHNOLOGY PKWY

GEORGIA HWY 42

HENRY COUNTY
CITY OF STOCKBRIDGE

ATTACHED
AGE-RESTRICTED HOMES
124 UNITS

DETACHED
AGE-RESTRICTED HOMES
52 UNITS

ATTACHED & DETACHED
AGE-RESTRICTED HOMES
100 UNITS

TRACT 1

TRACT 2

DOG PARK

CABANA

POOL

PICKLEBALL COURTS

SWMF

100 YEAR FLOODPLAIN

PROPOSED COMMUNITY CENTER
WITH POOL, FITNESS FACILITY, MEETING ROOMS, BUSINESS CENTER

PROPOSED ACCESS ROAD (PRIVATE)

EXISTING PAVEMENT

SOUTHERN CRESCENT REHABILITATION (NURSING / REHABILITATION BUILDING

PROPOSED ASSISTED LIVING FACILITY EXPANSION

GRID NORTH
(GA WEST ZONE)

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

©Moore Bass Consulting

Q:\A3501.0001\Engineering\Planning\A3501.0002-REZ.dwg, SITE-NORTH, smoore, Jun 01, 2022 - 8:13:17am

Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME
SOUTHERN CRESCENT INDEPENDENT LIVING

CLIENT NAME
S3 CAPITAL INVESTMENTS, LLC

REVISIONS

A3501.0002-REZ

DATE 12-15-2021

CONTRACT #

DRAWN BY SDM

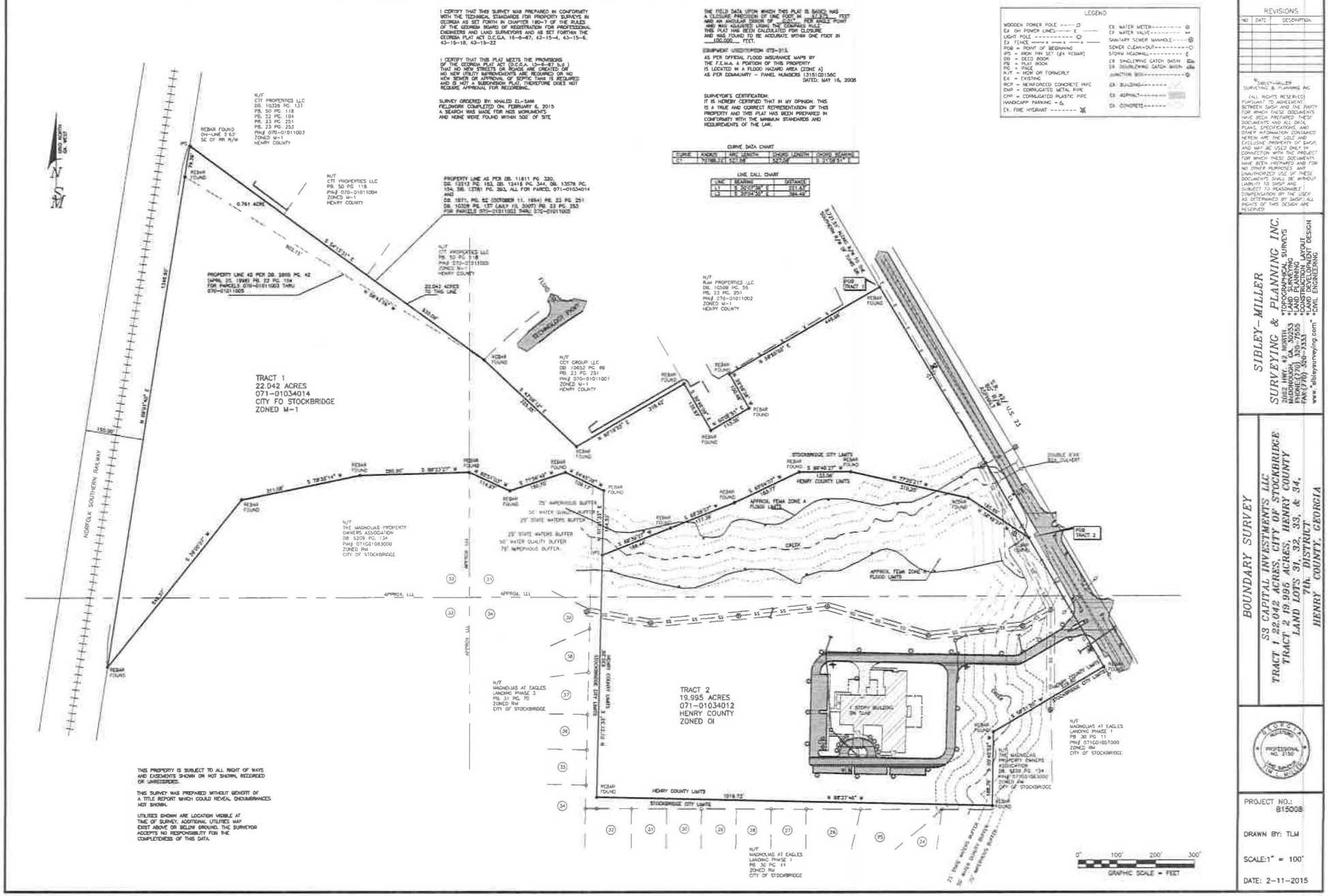
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
McDONOUGH, GA 30253
LSF #1179

SEAL

SHEET TITLE
CONCEPTUAL SITE PLAN

SHEET
1



REVISIONS

NO	DATE	DESCRIPTION

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SIBLEY-MILLER
SURVEYING & PLANNING INC.
2082 HWY. #2, NORTH
MACDONOUGH, GA. 30253
(770) 957-1525
FAX: (770) 957-1533
www.sibleysurveying.com
•TOPOGRAPHICAL SURVEYS
•LAND SURVEYING
•LAND PLANNING
•CONSTRUCTION LAYOUT
•LAND DEVELOPMENT DESIGN
•CIVIL ENGINEERING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 1 22.042 ACRES, CITY OF STOCKBRIDGE
TRACT 2 19.995 ACRES, HENRY COUNTY
LAND LOTS 31, 32, 33, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

GEORGIA REGISTERED PROFESSIONAL NO. 3130 LAND SURVEYOR

PROJECT NO.: 815008
DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 2-11-2015

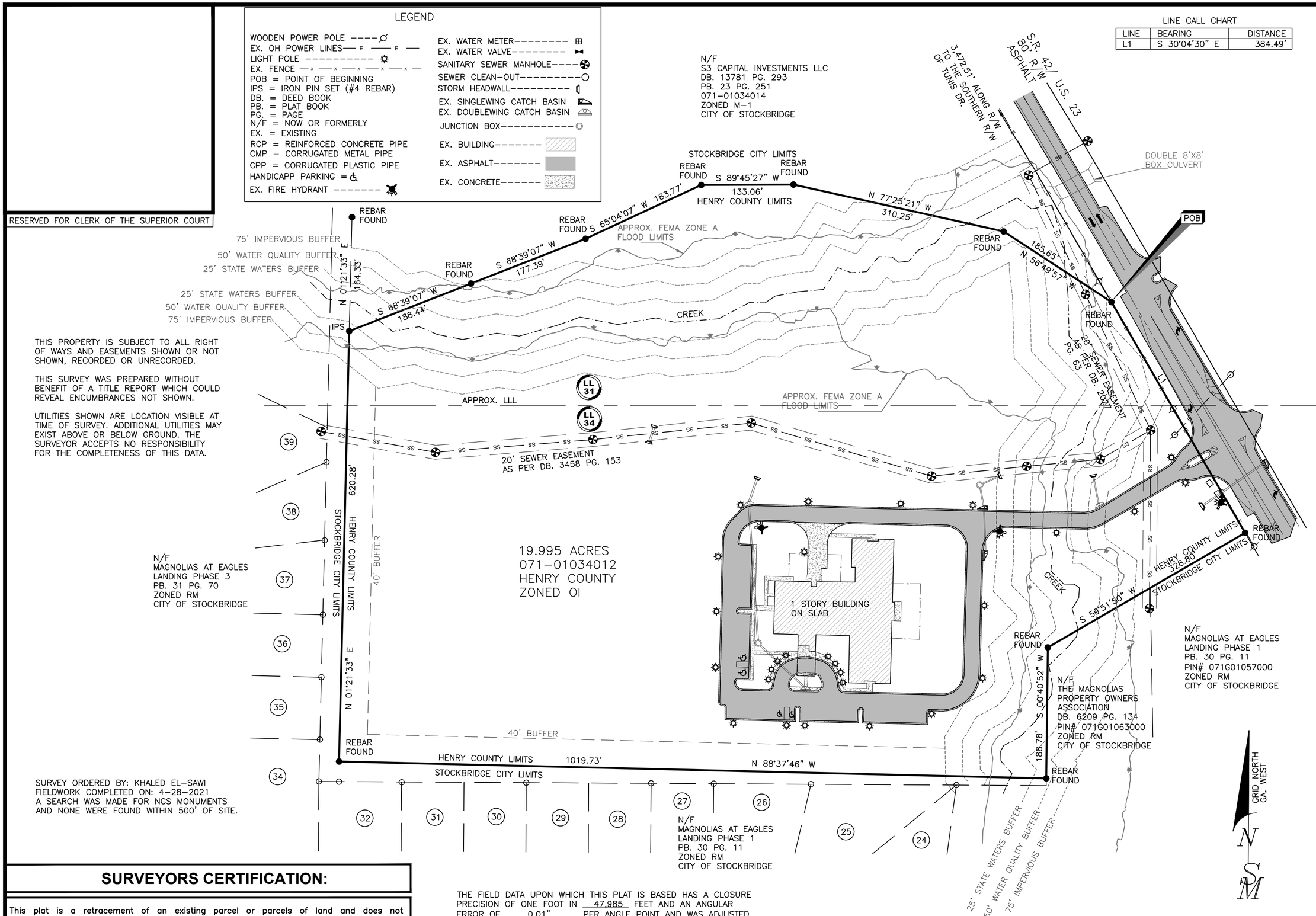
RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

WOODEN POWER POLE
EX. OH POWER LINES
LIGHT POLE
EX. FENCE
POB = POINT OF BEGINNING
IPS = IRON PIN SET (#4 REBAR)
DB. = DEED BOOK
PB. = PLAT BOOK
PG. = PAGE
N/F = NOW OR FORMERLY
EX. = EXISTING
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
HANDICAPP PARKING
EX. FIRE HYDRANT
EX. WATER METER
EX. WATER VALVE
SANITARY SEWER MANHOLE
SEWER CLEAN-OUT
STORM HEADWALL
EX. SINGLEWING CATCH BASIN
EX. DOUBLEWING CATCH BASIN
JUNCTION BOX
EX. BUILDING
EX. ASPHALT
EX. CONCRETE

LINE CALL CHART

LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 3150 LAND SURVEYOR TIM L MILLER

T L Miller 4-29-2021
Tim L. Miller GA. RLS # 3150 Date:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK---- 50'
REAR SETBACK ---- 20'
SIDE SETBACK: ---- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA

0' 100' 200' 300'
GRAPHIC SCALE = FEET

SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www."sibleysurveying.com"
*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

BOUNDARY SURVEY

S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY:	TLM
SCALE:	1" = 100'
DATE:	04/29/2021

SHEET: 1 OF 1

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid $110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

TOM L. LANE NOTARY PUBLIC COBB COUNTY, GEORGIA

My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST CHURCH, INC.

By: _____ (SEAL)
James David McMenimen, Chairman
(President)

By: _____ (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

Henry County Water Authority
Engineering Division

May 23, 2022

Re: Water and Sewer Services - Availability

Proposed Development:	**Age Restricted Residential Development**
Property Information:	**2125 Hwy 42 North Parcel Nos. 071-01034012, 071-01034014 LLs 31, 32, 33 & 34; District 7; 42.0+/- acres**
Zoning:	**PUD**
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 described above. A fire flow test calculated in the area revealed the following data:

Static:	108	psi
Residual:	98	psi
Flow	1570	gpm
Calculated Flow @ 20 psi:	5080	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said proposed conditional use as established by the Henry County Board of Commissioners.

Sewage **treatment** and sewer line **capacity** are available for the property. ***Please note that the proposed layout for the project is in conflict with an existing 8-inch sewer line; consequently, the sewer will have to be relocated at the developer's expense. Additionally, an easement will be required to access the sewer line from Hwy 42 North.***

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 Site Plan dated 05/17/22 prepared by Moore Bass Consulting, Inc.

Scott Sage Date: 2022.05.23 09:12:01 -04'00'

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

Battle Law

STATEMENT OF INTENT

and

Other Material Required by
City of Stockbridge Zoning Ordinance

For

Annexation, ezoning, and Future Land Use Map Amendment

of

S3 Capital Investments, LLC
c/o Battle Law, P.C.

for

19.995 +/- Acres located at PIN #071-01034012, 071-01034014
Highway 42 and Summit View Drive

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
Tucker, Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com

Battle Law

I. LETTER OF INTENT

S3 Capital Investments, LLC (the "Applicant") is requesting annexation into the Incorporated City of Stockbridge for the rezoning of 19.995 acres of land, which is further described as parcel 071-01034012. This property is currently developed under the unincorporated Henry County Office Mixed-Use zoning district. The applicant is requesting that this property be annexed into the Incorporated City of Stockbridge and to be rezoned from MU to

Additionally, the Applicant is seeking to rezone a second parcel that is already located within the Incorporated City of Stockbridge bearing parcel number hat parcel is currently zoned I and I, and the Applicant is seeking to rezone it to he Applicant intends to combine this parcel with the abo e mentioned parcel after the annexation and rezoning of each are complete so as to create one new parcel under the zoning district

A uture and se Amendment Application has been filed to change the future land use on both of the abo e mentioned parcels he re uest seeks to change the future land use from ixed se, ight Industrial, and ow ensity ertical ixed se to igh ensity esidential

STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS
20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS
22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS
							TOTAL	276 TOTAL I.L. UNITS

his document is submitted as a Statement of Intent with regard to this Application, preservation of the Applicant's constitutional rights, and an application of the criteria provided in the Steinberg

Act to provide a rigorous analysis of the proposed rezoning and land use amendment. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

II. REVIEW CRITERIA FOR JUSTIFICATION

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property The zoning proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

The Subject Property is abutted by a residential neighborhood to the south. There are commercial-zoned parcels adjacent east and north of the property. The Southern Crescent site is currently developed and the adjacent tract, which is referenced as tract 2 is currently undeveloped with heavy tree coverage throughout the parcel. The proposed use appears to be suitable in view of the surrounding properties as a residential addition to the Highway 42 corridor.

B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property The land use amendment and zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The proposed land use amendment and zoning proposal will allow the Applicant to improve upon the area surrounding the Subject Property by bringing high-quality architectural design, road access through the Subject Property, jobs, and senior services that are in high demand according to the regional market.

C. Whether the property will be affected by the zoning proposal has a reasonable economic use as currently zoned.

The Subject Property does have a reasonable economic use as zoned. However, the land-use amendment and zoning proposal will not change this fact. There is an annexation request which will allow this development to be added to the City of Stockbridge. We believe that this project would best benefit from the regulations established within the City of Stockbridge Zoning Ordinance.

D. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The land use amendment and zoning proposal will not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

E. Whether the zoning proposal is in conformity with the policy and intent of the land-use plan. The land use amendment and zoning proposal is in conformity with the policy and intent of the land-use plan.

The zoning proposal is appropriate for the simultaneous land use amendment because the assigned land use designation is not compatible as industrial land use. The proposed site will be residential with a low-density yield. The requested change appears to be more conforming with the area given that there are existing residential land uses adjacent to the subject property.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The Applicant is aware of the conditions that were assigned by Henry County's staff. The applicant intends to carry some of the conditions with some alterations in the

language that will best suit the development regulations and policies of the City of Stockbridge.

Battle Law

III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts 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 Council/ Commission 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 the 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 herein above.

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 City an opportunity to revise the Property to a constitutional classification. If action is not

taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of Henry 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.

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts 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 to allow the special land use permit in question 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

IV. Conclusion

Thank you for your consideration for this project. The applicant is more than willing to provide any additional documents and supporting details. For the foregoing reasons, the Applicant respectfully requests that the simultaneous Annexation, Land Use Amendment, and Rezoning application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stockbridge so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 1st day of June 2022.

Respectfully submitted,

Michele L. Battle, Esq. Attorney for the Applicant

c/o Tyler McSwain, Senior Urban Planner

RESOLUTION NO. 21-235

RESOLUTION APPROVING A REZONING REQUEST FROM OI (OFFICE-INSTITUTIONAL) TO MU (MIXED USE) FOR PROPERTY LOCATED AT 2125 HIGHWAY 42 NORTH IN LAND LOTS 31 AND 34 OF THE 7TH DISTRICT CONSISTING OF 19.995 +/- ACRES

WHEREAS, Southern Crescent of McDonough, GA requests a rezoning (**RZ-21-18**) from OI (Office-Institutional) to MU (Mixed Use) for property located at 2125 Highway 42 North (Parcel: 071-01034012) in Land Lots 31 and 34 of the 7th District consisting of 19.995 +/- acres for a mixed use single-family residential and institutional living development; and

WHEREAS, all County and State requirements for legal advertisement and a public hearing have been met; and

WHEREAS, the Planning & Zoning Staff for Henry County has reviewed the request and submitted a report that is part of the public record; and

WHEREAS, the Henry County Zoning Advisory Board reviewed and recommended approval of the applicant's request on May 27, 2021;

NOW, THEREFORE, BE IT RESOLVED THAT the Henry County Board of Commissioners **approves** the applicant's request with the following conditions:

1. The uses of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.
2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and shall have a deceleration lane and acceleration taper designed and constructed to HCDOT standards.
3. All disturbed areas shall be sodded, except where landscaping is present or installed.
4. The residential portion of the development shall consist of cluster single-family attached and detached units, only. The total number of dwelling units shall be limited to 100. Compliance with zoning conditions and development standards may further limit the number of dwelling units.
5. An on-site amenity package shall be provided and shall consist of at least the following:
    (a) One (1) Community Center which includes, at a minimum, the following:
        (i) Pool
        (ii) Fitness facility
        (iii) Meeting rooms
        (iv) Business Center
    (b) Two (2) outdoor recreation areas including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.
6. The community center shall be completed prior to the issuance of the fiftieth (50th) building permit of a single-family attached or detached dwelling unit.
7. The residential portion of the development shall comply with Section 4.03.30 of the ULDC regarding single-family senior adult housing.

8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.

9. Any approved development permit shall be limited to a maximum of 60 dwelling units until the proposed access point to the north, as depicted on the site plan dated April 9, 2021, is designed and constructed to HCDOT and City of Stockbridge standards, and connects to an already existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.

10. The subject property shall not, at any time, be developed as a traditional single-family and/or multi-family residential development (even if it is age-marketed or age-targeted) or any other type of residential community that does not require each single-family attached or detached unit to house an individual which requires a level of care that is provided by the assisted living facility.

11. No more than fifteen percent (15%) of the homes shall be rented out at any one time.

12. Only the management of the owners/ operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc. as per current public tax records, may rent dwelling units.

13. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc., as per current public tax records.

14. A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to GDOT of the site's existing access per GDOT's requirements. The developer/owner shall be responsible to provide all of the indicated improvements as required by the ULDC.

15. The dwelling units shall be limited to condominium units.

16. The dwelling units shall be limited to units with two (2) or three (3) bedrooms. Each dwelling unit shall have a minimum of two (2) full bathrooms.

17. The dwelling units shall have a minimum of 1,600 square feet with a running minimum average of 1,800 square feet.

18. The dwelling units shall be Craftsman style as approved by the Planning & Zoning Department and shall have a minimum 3' high water table consisting of brick or similar.

19. Each permitted home in the development shall be compatible with existing homes, as determined by the Planning & Zoning Department. The Planning & Zoning Department is authorized to require the heated square footage to be increased and/or the architectural style to be modified in instances where incompatibility is determined.

20. Each dwelling unit shall have a garage. Garages shall be setback a minimum of 12" from the front dripline of the home. Greater than 50% of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding complimentary to the exterior of the homes.

21. Four (4) of the dwelling units shall be reserved for those leaving the care of assisted living, needing transitional living arrangements. No permits of any kind shall be approved unless all four of these transitional living units are included.

22. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a minimum 4' high fence, and be included in the common area to be maintained by the HOA. No detention pond shall be located on private property.

23. An HOA shall be required and shall maintain the common areas and building exteriors.

24. Interior sidewalks shall be a minimum of 8' wide. Exterior sidewalks along Highway 42 shall be a minimum of 10' wide.

BE IT SO RESOLVED THIS 20TH DAY OF JULY, 2021.

BOARD OF COMMISSIONERS

OF HENRY COUNTY, GEORGIA

Carlotta Harrell, Chair

ATTEST:

Stephanie Braun, County Clerk

Henry County Water Authority
Engineering Division

May 23, 2022

Re: Water and Sewer Services - Availability

Proposed Development:	**Age Restricted Residential Development**
Property Information:	**2125 Hwy 42 North Parcel Nos. 071-01034012, 071-01034014 LLs 31, 32, 33 & 34; District 7; 42.0+/- acres**
Zoning:	**PUD**
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 described above. A fire flow test calculated in the area revealed the following data:

Static:	108	psi
Residual:	98	psi
Flow	1570	gpm
Calculated Flow @ 20 psi:	5080	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said proposed conditional use as established by the Henry County Board of Commissioners.

Sewage **treatment** and sewer line **capacity** are available for the property. ***Please note that the proposed layout for the project is in conflict with an existing 8-inch sewer line; consequently, the sewer will have to be relocated at the developer's expense. Additionally, an easement will be required to access the sewer line from Hwy 42 North.***

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 Site Plan dated 05/17/22 prepared by Moore Bass Consulting, Inc.

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

City of Stockbridge

AGENDA ITEM

MEETING DATE

November 14, 2022

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

FUNDING SOURCE

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

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Ryan Anderson, Chief Planner

DEPARTMENT: Community Development

ITEM/PROJECT/EVENT:

Comprehensive Plan Amendment Case #CP-2022-05 for Parcel #S27-02021000 (a.k.a. 443 MLK, Sr. Heritage Trail). Proposal by John R. Landers, Jr., applicant and business owner, to change the property's future land use designation from 'Medium-Density Residential' to 'Heavy Industrial' to allow for an industrial development. The property contains 1.962 a +/- acres and it is located in Land Lot 36 of District 12 within the Stockbridge City Limits. Rezoning Case #RZ-2022-06 is a companion case.

BACKGROUND INFORMATION:

The applicant operates a house-moving business from the property, where he parks vehicles and stores business equipment outdoors. He proposes to continue the same use but to construct a small modular building on the property, in compliance with UDC Section 3.2.20, to store his equipment. LI districts are located to the north and east of the property. Modular buildings are allowed in both LI and HI districts. Memorial Park and the City Transfer Station are located to the south of the property. The Staff recommends denial of Heavy Industrial to prevent a "spot" land use (keeping heavy industrial uses to the east of Rock Quarry Road), but approval of 'Light Industrial' instead. Staff recommended approval, and the Planning Commission agreed unanimously at its meeting on October 27, 2022.

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER ___N/A_____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes

Stockbridge
Where Community Connects

TO: Planning Commission

FROM: Gordon Linton, Planner I

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 27, 2022

Subject: #CP-2022-05 For 443 MLK Senior Heritage Trail

I. PURPOSE

Consider a Comprehensive Plan Amendment application to change the future land use designations of certain property from Medium Density Residential to Heavy Industrial to allow for industrial development. Application by John R. Landers, Jr.

II. Background

Proposed Development	The applicant proposes to build a metal building on the existing lot for its purpose of storing business equipment
Site Address	443 MLK Senior Heritage Trail
Parcel Identification	S27-02021000
Parcel Acreage	1.96 +/- acres
Applicant	John R. Landers, Jr. 690 Austin Road Ellenwood, GA, 30294 770-235-7599
Owner	Mark Butler 694 Red Oak Road Stockbridge, GA, 30281
City Land Use Designation	Medium Density Residential
Current Zoning	SR (Suburban Residential)
Current Use	It is currently an area used for storage located at the property.

SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
Property to the North	Ready Mix USA Stockbridge Concrete Plant	SR (Suburban Residential)
Property to the South	Memorial Park	LI (Light Industrial District)
Property to the East	Vacant Land	LI (Light Industrial District)
Property to the West	Vacant Land	SR (Suburban Residential)

SURROUNDING LAND USE DESIGNATION

Location	Existing Land Use	Existing Future Land Use Designation
Property to the North	Ready Mix USA Stockbridge Concrete Plant	Light Industrial
Property to the South	Memorial Park	Park/Recreation/Conservation
Property to the East	Vacant Land	Public/Institutional
Property to the West	Vacant Land	Medium Density Residential

III. Finding of Facts—Add 4-5 bullet points about the case

A. The current zoning of the property is SR (Suburban Residential). The applicant will be seeking a rezoning to change the zoning of the property from SR (Suburban Residential) to HI (Heavy Industrial). The case will be heard concurrently.

B. The vicinity of the area is mostly industrial to the north and south are primarily industrial and residential. Memorial Park is located to the south.

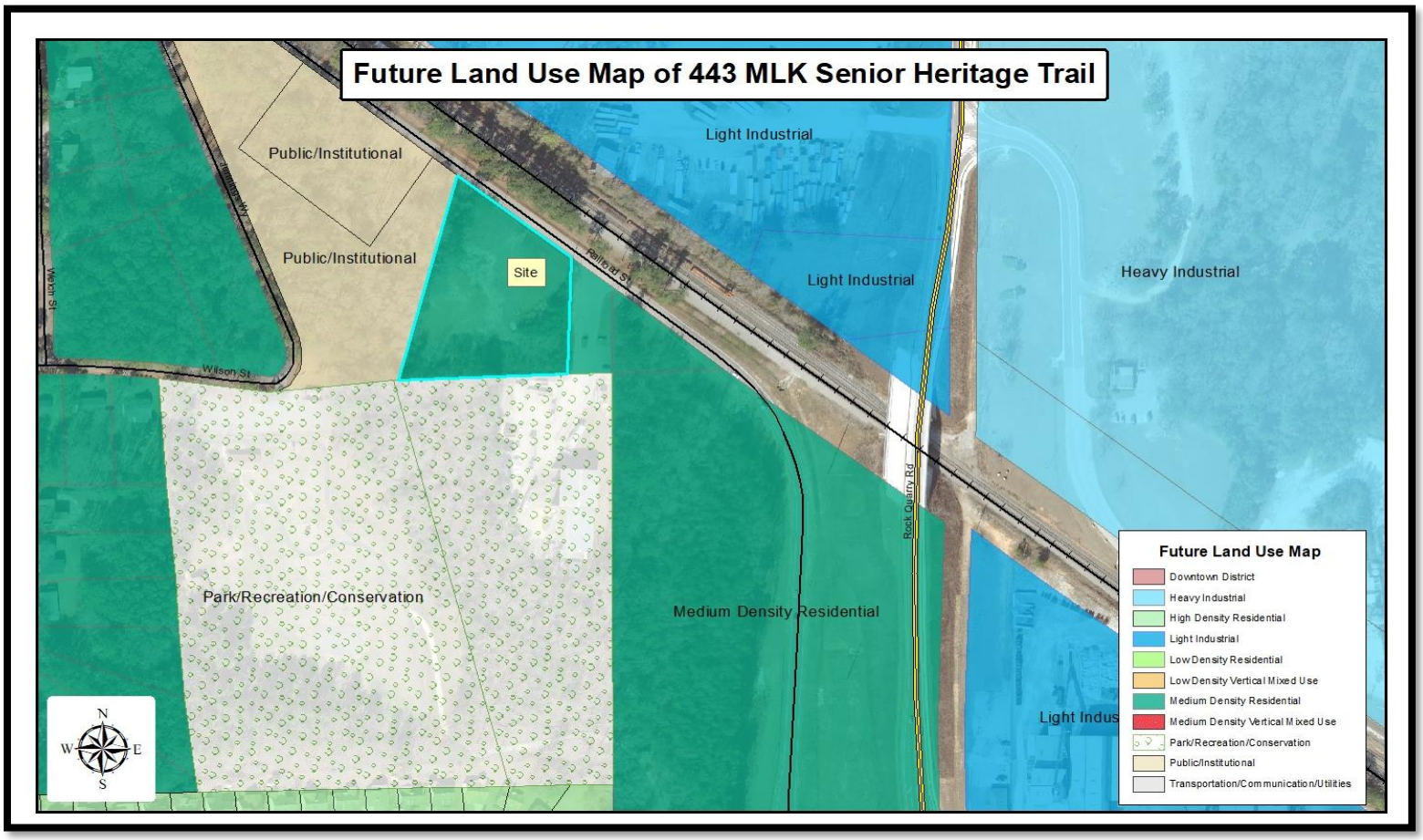
C. Currently, the area is mostly used for storing equipment that the applicant uses as part of his business.

D. The vicinity of the area is mostly 'Heavy Industrial' to the north and east. The current land use designation for Memorial Park is Park/Recreation/Conservation

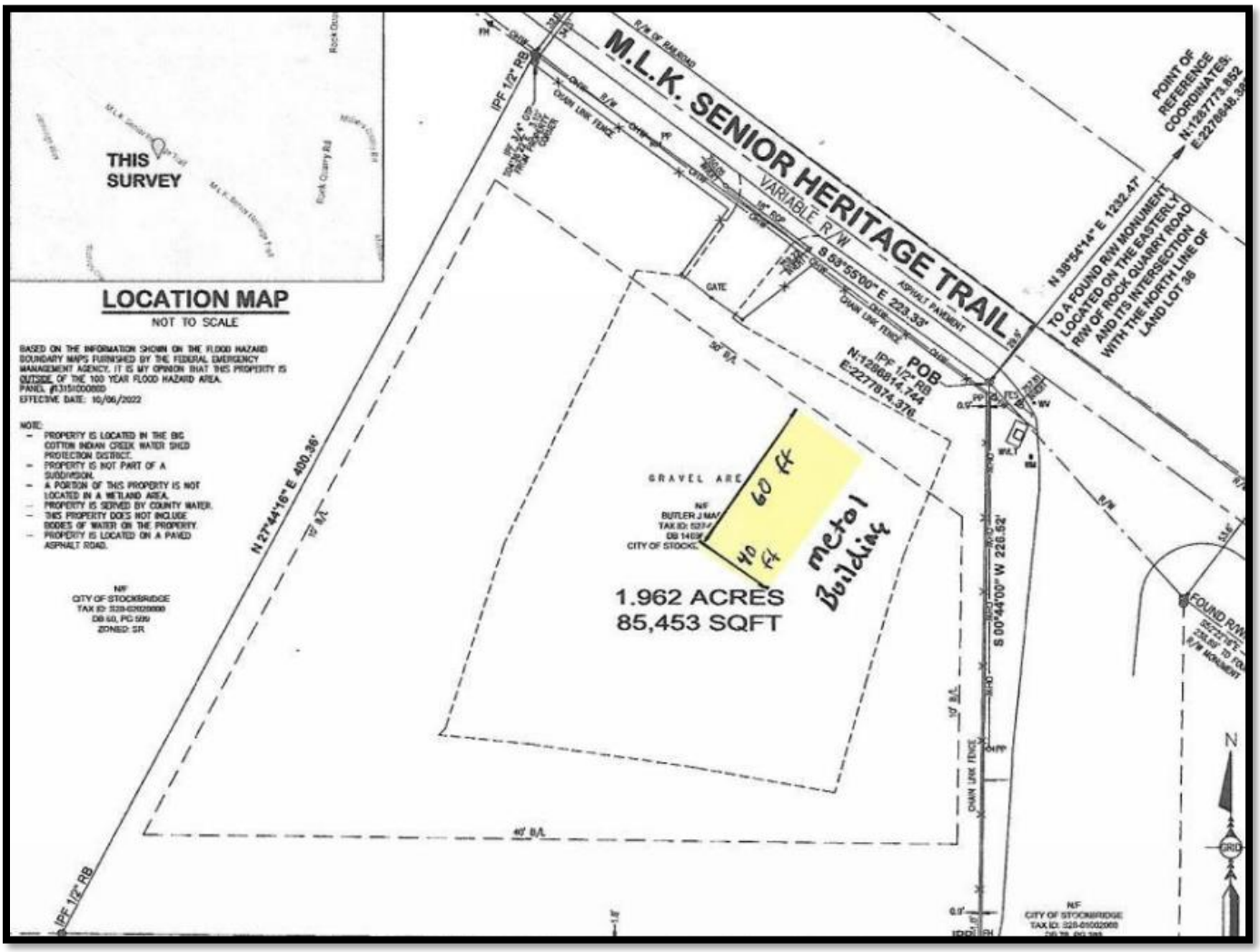
IV. Maps and Illustrations

Aerial Photo of 443 MLK Senior Heritage Trail

Future Land Use Map of 443 MLK Senior Heritage Trail



Conceptual Site Plan of 443 MLK Senior Heritage Trail



V. Analysis

Project Description

The applicant proposes a Comprehensive Plan Amendment to change the future land use designations of certain property from Medium Density Residential to Heavy Industrial to allow for the purpose of constructing a metal building for storing the equipment. The Future Land Use Designation Map designates the subject property as Medium Density Residential. However, the current Future Land Use is incompatible with the requested rezoning. Therefore, the applicant is seeking a Comprehensive Plan Amendment to change the Future Land Use Designation from Medium Density Residential to Heavy Industrial.

Staff Analysis

The applicant requests a **Comprehensive Plan Amendment** under the City of Stockbridge Unified Development Code Section **(Sec. 9.2.7):**

ANALYSIS OF REQUEST

1. Consistency with the Comprehensive Plan.

- The proposed development is not consistent with the Comprehensive Plan's future land use designation of Medium Density Residential for the subject property. Therefore, the applicant has requested a Comprehensive Plan amendment via CP-2022-05 to change the property's land use designation to Heavy Industrial which would allow the proposed metal building to be built.

2. Relation to the Zoning of the Property

- The property's requested zoning districts are not compatible with the list of permitted zoning districts that are found in the Comprehensive Plan. To allow for the proposed zoning, the applicant has requested the rezoning of the property from SR (Suburban Residential) to HI (Heavy Industrial) to allow for the building to be built. The rezoning will be heard concurrently with this case.

3. Suitability of the Site's Location.

- The proposed 'Heavy Industrial' land use designation would not compatible since the other surrounding areas are comprised of light industrial and residential uses. While there are heavy industrial uses in the greater vicinity it is separated distinctly by Rock Quarry Road.

4. Maintaining the Current Land Use Designation.

- Maintaining the current land use would deny the applicant for developing his proposed project. The applicant's proposed rezoning is not feasible and compatible with the surrounding community since the area is primarily light industrial and residential. The proposed comp plan amendment project will result in a negative impact on the overall community because it will introduce heavy industrial uses to an area that is predominantly light industrial and residential. Staff recommends keeping the heavy industrial uses to the east of Rock Quarry Road and not allow such uses to encroach into the area.

Summary of Impacts/Concerns

Code Compliance	No comments provided
Police Department	No comments provided
Fire Marshall	
Henry County Water and Sewer	
Building	No comments provided
Traffic	No comments provided

VI. STAFF RECOMMENDATION

- The staff report has demonstrated that the requested Comprehensive Plan Amendment via CP-2022-05 would not be desirable for the subject property. As a result, Planning and Zoning staff recommends **Denial** of CP-2022-05 to Heavy Industrial land use.

- Staff recommends **Approval with Conditions** of Light Industrial Land Use in conjunction with the requested rezoning of the property via RZ-2022-06 to allow for the applicant's proposed use.

City of Stockbridge Planning and Zoning Division

Application for an Amendment to the Comprehensive Plan Revised on 9/27/22

Name of Applicant John R. Landers Jr. Phone: 770-235-7999 Date: 8/25/22

Address of Applicant: 690 Austin Road Cell #

City: Ellenwood State: GA Zip: 30294 E-mail: johnrlandersjr@aol.com

Name of Agent John R. Landers Jr. Phone: 770-235-7999 Date: Revised 9/27/22 8/25/22

Address of Agent: 690 Austin Rd Cell #

City: Ellenwood State: GA Zip: 30294 E-mail: johnrlandersjr@aol.com

THE PERSONS NAMED ABOVE AFFIRM THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS THAT THE FOLLOWING AMENDMENT TO THE COMPREHENSIVE PLAN BE GRANTED:

FROM: Medium-Density Residential

TO: Heavy Industrial

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 the Planning Commission and Mayor/City Council meeting(s). The applicant or property owner shall not remove or alter the sign for any reason.

_____ **(Acknowledgement)**

Property Address: 443 MLK Sr. Heritage Trail

Nearest intersection to the property:

Size of Tract: 1.962 acre(s). Land Lot Number(s): 36. District(s): 12

Property Tax Parcel Number(s): 527-02021000 **(Required)**

Witness' Signature

Signature of Applicant

Printed Name of Witness

John R Landers Jr

Printed Name of Applicant

Notary

Signature of Agent

Notary Seal:

UNEEDA MARIE SMITH SELLERS NOTARY PUBLIC HENRY COUNTY, GEORGIA My Commission Expires March 20, 2026

(For Office Use Only)

Total Amount Paid $_____ Check #_____ Credit Card # _____ *(FEES ARE NON-REFUNDABLE)*

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

Planning Commission Decision: _____

Mayor/City Council Decision:

_____

Planning Director's Signature: _____ Date: _____

LETTER OF INTENT

John R. Landers Jr.
690 Austin Road
Ellenwood, GA 30294
770-235-7999

8/25/22
Revised on
9/27/22

Linda Logan
City of Stockbridge
Planning and Zoning
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Dear Ms. Logan,

I, John R. Landers Jr. am the Agent for the property owner, J. Mark Butler of the property at 443 MLK Sr. Heritage Trail. The property is 1.962 acres in Land Lot 36 of the 12th District with Tax ID # S27-02021000. We would like to apply to have the property at this address rezoned from (SR)" Suburban Residential" to (HI) "Heavy Industrial." We would like to apply for a Comprehensive Plan Amendment in order to change the property's Future Land Use Designation from "Medium-Density Residential" to "Heavy Industrial." We currently have been using the property to store business equipment for a House Moving and Raising Business for the last five years. The property owner wants to sell the property to me, John R. Landers Jr. and I wanted the property zoned correctly for its proper use before I purchased the property. I want to continue to store my business equipment on the property and eventually have a building built on the property. The property is surrounded by property owned by the City of Stockbridge.

Sincerely,

John R. Landers Jr.

UNEEDA MARNAE SMITH SELLERS
My Commission Expires
NOTARY
PUBLIC
March 20, 2026
HENRY COUNTY, GEORGIA

SITE ADDRESS: 443 M.L.K. SENIOR HERITAGE TRAIL, STOCKBRIDGE, GEORGIA 30281

LEGEND

A	=ARC LENGTH	RB	=REBAR
B/L	=BUILDING SETBACK LINE	RCP	=REINFORCED CONCRETE PIPE
C/L	=CENTERLINE	SQFT	=SQUARE FEET
CALC	=CALCULATED POINT	WM	=WATER METER
CHB	=CHORD BEARING	WV	=WATER VALVE
CHL	=CHORD LENGTH	WVLT	=WATER VAULT
D	=DELTA ANGLE		
DB	=DEED BOOK		
FES	=FLARED END SECTION		
FH	=FIRE HYDRANT		
IPF	=IRON PIN FOUND		
IPP	=IRON PIN PLACED		
L.L.L.	=APPARENT LAND LOT LINE		
LL	=LAND LOT		
N/F	=NOW OR FORMERLY		
OHW	=OVERHEAD WIRE		
OTP	=OPEN TOP PIPE		
P/L	=PROPERTY LINE		
PB	=PLAT BOOK		
PG	=PAGE		
POB	=POINT OF BEGINNING		
POC	=POINT OF COMMENCEMENT		
PP	=POWER POLE		
R	=RADIUS		
R/W	=RIGHT OF WAY		
R/WM	=RIGHT OF WAY MONUMENT		

REFERENCE MATERIALS INCLUDE:

DB 14696, PG 165
DB 78, PG 388
DB 60, PG 599
PB 16, PG 134
PB 10, PAGE 90
HENRY COUNTY RECORDS

AND GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY OF PROPOSED ROCK QUARRY ROAD WIDENING PROJECT NO. 0015090

BLOCK RESERVED FOR CLERK OF SUPERIOR COURT

FIELD WORK COMPLETED ON: 07/22/2022
PLAT COMPLETED ON: 07/25/2022

ALL OR A PORTION OF THIS SURVEY WAS PERFORMED BY GPS. 100% OF THIS SURVEY WAS PERFORMED BY GPS. TYPE OF GPS USED WAS REAL TIME KINEMATIC (RTK). THE GPS EQUIPMENT USED TO PERFORM THIS SURVEY IS MADE BY LEICA AND IS GPS UNITS GS18I OR GS18T AND ARE MULTI-FREQUENCY (GNSS) RECEIVERS. THE RELATIVE POSITION ACCURACY OF THIS SURVEY IS 0.05'.

THIS SURVEY WAS PREPARED WITHOUT THE THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ALL EASEMENTS AND MATTERS OF RECORD MAY NOT BE SHOWN HEREON.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USES OF THAT NAME APPEARING IN THE TITLE BLOCK AND IS CERTIFIED TO NO OTHER PARTY.

ALL MONUMENTS FOUND AND/OR SET AS NOTED ON THE SURVEY. ALL CORNERS SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

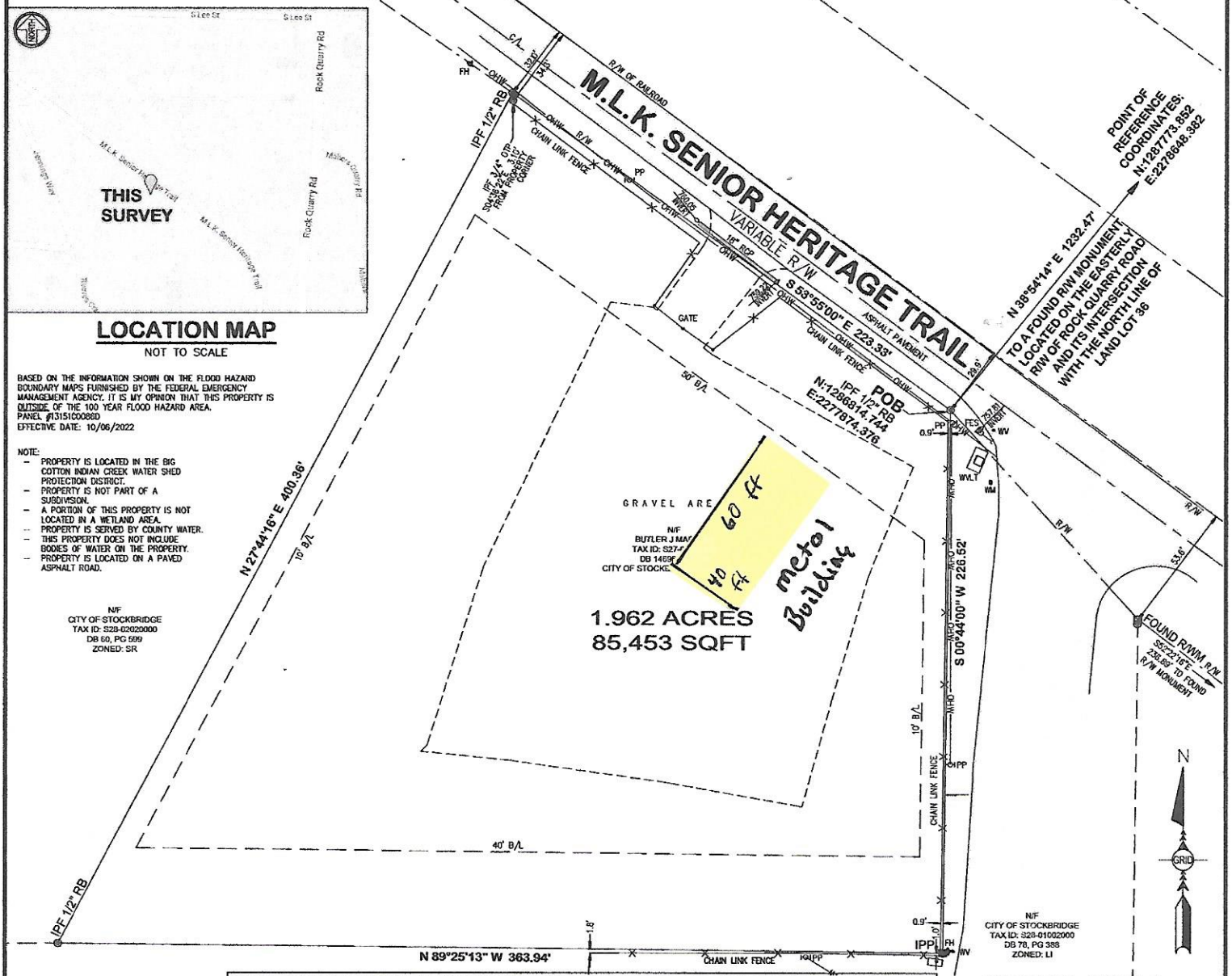
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 269,168 FEET.

LOCATION MAP

NOT TO SCALE

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD AREA.
PANEL #13151C0088D
EFFECTIVE DATE: 10/06/2022

NOTE:
- PROPERTY IS LOCATED IN THE BIG COTTON INDIAN CREEK WATER SHED PROTECTION DISTRICT.
- PROPERTY IS NOT PART OF A SUBDIVISION.
- A PORTION OF THIS PROPERTY IS NOT LOCATED IN A WETLAND AREA.
- PROPERTY IS SERVED BY COUNTY WATER.
- THIS PROPERTY DOES NOT INCLUDE BODIES OF WATER ON THE PROPERTY.
- PROPERTY IS LOCATED ON A PAVED ASPHALT ROAD.



SYMBOL LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = BUILDING OUTLINE
- = IRON PIN FOUND
- = IRON PIN PLACED (1/2" REBAR)
- = BOUNDARY POINT
- = IPF CONCRETE MONUMENT
- —OHW— = OVERHEAD WIRE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN PATRICK HARRIS, P.L.S. #2311

07/26/2022
DATE

GEORGIA PROFESSIONAL LAND SURVEYOR NO. 2311 JOHN PATRICK HARRIS

GEORGIA811 www.Georgia811.com Contact 811 before you dig

0' 30' 60' 90'
SCALE:1"=30'

JOB NO. 220263

SHEET 1 of 1

ORIGINAL PLAT DATE	07/26/2022
ORIGINAL FIELD DATE	07/22/2022
SCALE	1" = 30'
CREW	KM
DRAWN BY	SJL
FIELD BOOK	FIELD SKETCH
CHECKED BY	JPH
DRAWING NO.	220263-B

RETRACEMENT SURVEY

FOR JOHN LANDERS

IN LAND LOT 36, DISTRICT 12, HENRY COUNTY, GEORGIA

IRONSTONE SURVEYING
96 Ernest Biles Drive, Jackson, Georgia 30233
Phone 770-957-4614 / Email office@ironstonesurveying.com

No.	DESCRIPTION OF REVISION	DATE

THIS DRAWING IS THE PROPERTY OF IRONSTONE SURVEYING AND IS AN INSTRUMENT OF SERVICE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN EXPRESS PERMISSION OF SAME.

LETTER OF INTENT

John R. Landers Jr.
690 Austin Road
Ellenwood, GA 30294
770-235-7999

Linda Logan
City of Stockbridge
Planning and Zoning
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Dear Ms. Logan,

I, John R. Landers Jr. am the Agent for the property owner, J. Mark Butler of the property at 443 MLK Sr. Heritage Trail. The property is 1.962 acres in Land Lot 36 of the 12th District with Tax ID # S27-02021000. We would like to apply to have the property at this address rezoned from (SR)" Suburban Residential" to (HI) "Heavy Industrial." We would like to apply for a Comprehensive Plan Amendment in order to change the property's Future Land Use Designation from "Public-Institutional" to "Heavy Industrial." We currently have been using the property to store business equipment for a House Moving and Raising Business for the last five years. The property owner wants to sell the property to me, John R. Landers Jr. and I wanted the property zoned correctly for its proper use before I purchased the property. I want to continue to store my business equipment on the property and eventually have a building built on the property. The property is surrounded by property owned by the City of Stockbridge.

Sincerely,

John R. Landers Jr.

CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, Georgia 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as the applicant in the pursuit of a/an Rezoning for this property [Please fill in one of the following: Rezoning, Variance, Administrative Variance, Annexation, Comprehensive Plan Amendment, Conditional Use Permit, Zoning Modification, Subdivision, Recombination or Other (please state the type of application.].

Name/Company Name of Property Owner MARK BUTler
Address of Property Owner 694 Red OAK Rd. STOCKBridge, GA. 30281
Telephone and E-Mail of Property Owner BFAST1ner@gmail.com
Name/Company Name of Authorized Applicant John R. Landers Jr.
Address of Authorized Applicant 690 Austin Rd. Ellenwood, GA 30294
Telephone and E-Mail of Authorized Applicant 770-235-7999 johnrlandersjr@aol.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature J. Mark Butler Jr Date 8-22-22

Personally appeared before me:

, who swears that the information which is contained in this Owner's Authorization is true and correct to the best of his/her knowledge and belief.

Rhonda Y. Whitehead-Combs
Notary Public's Signature

Rhonda Y. Whitehead-Combs 8/22/2022
Notary Public's Printed Name and Date

RHONDA Y WHITEHEAD COMBS NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 25, 2023

[Affix Seal Here]

From: dmullis@cityofstockbridge-ga.gov,
To: johnrlandersjr@aol.com, LLogan@cityofstockbridge-ga.gov, DAaron@cityofstockbridge-ga.gov,
Cc: johnrlandersjr@aol.com,
Subject: Re: Water Availability Letter 443 MLK Sr. Heritage Trail
Date: Tue, Aug 30, 2022 1:18 pm

Good afternoon,
I have completed site visit of address. There is an 8" water main on the edge of road on the property side. Water service would be accessible for customer once fees are met.
If further information is needed please feel free to reach out.
Thanks,
Get Outlook for iOS

From: John R. Landers Jr. <johnrlandersjr@aol.com>
Sent: Tuesday, August 30, 2022 1:00:26 PM
To: Donald Mullis <dmullis@cityofstockbridge-ga.gov>
Cc: John R. Landers Jr. <johnrlandersjr@aol.com>
Subject: Water Availability Letter 443 MLK Sr. Heritage Trail

Mr. Mullis,

It was good to talk to you this afternoon. As I have been advised by Linda Logan in the City of Stockbridge Planning and Zoning Department, I need a letter stating that there is water available at 443 MLK Sr. Heritage Trail. This is part of the Rezoning Application Packet that we have to turn into the Planning and Zoning Department.

If you could provide that letter it would be greatly appreciated.

Thank you.

Best regards,
John R. Landers Jr.
770-235-7999

City of Stockbridge

Planning and Zoning Office

Septic System Information for Zoning Requests

4640 North Henry Boulevard; Stockbridge, GA 30281 (770) 389-7900

This form must be completed and submitted to the Planning and Zoning Office with all zoning applications for properties that are not served by public sewer.

Name of Applicant: John R. Landers Jr. Phone: 770 235-7999 Mobile: 770 235 7999

Applicant Address: 690 Austin Road City, State: Elkenwood, GA Zip: 30294

Name of Agent: same as above Phone: 770 235 7999 Mobile: _____

Agent Address: _____ City, State: _____ Zip: _____

Request (Check one):

Rezoning (Current Zoning SR Requested Zoning HI) Conditional Use____ Variance _____ Zoning Modification _____

For the Purpose of _____

Property Address: 443 MLK Sr. Heritage Trail Nearest Intersection to property: _____

Size of Tract: _____ acres Land Lot:(s) 36 District(s): 12th

Property Tax Parcel Number(s): S27-02021000 Proposed Number of Lots: 1

Signature of Owner: _____ Printed Name of Owner: _____

Signature of Agent: _____ Printed Name of Agent: John R Landers Jr

Notary: Nineda Marnae Smith Sellers

NEEDA MARNAE SMITH SELLERS NOTARY PUBLIC HENRY COUNTY, GEORGIA My Commission Expires March 20, 2026

(To be Completed by Henry County Environmental Health)

Check all that apply

_____ There are suitable soils for the installation of a septic system on the subject property.

_____ There are **not** suitable soils for the installation of a septic system on the subject property.

_____ There is an existing septic system on the subject property.

_____ The existing septic system will support the proposed development and/or use.

_____ The existing septic system will **not** support the proposed development and/or use.

Comments: A level-3 soil report will need to be submitted to this office to determine suitability for development utilizing a Septic System. This office has no records of an existing Septic System on the Subject property.

Name of Person Completing: Todd A. Driver Title: Environmental Health County Manager

Signature: _____ Date: 8-30-22

E-mail Address: Todd.Driver@dph.ga.gov Phone Number: 470-661-0044

For questions, please contact the City of Stockbridge Planning and Zoning Office at (770) 389-7900

SITE ADDRESS: 443 M.L.K. SENIOR HERITAGE TRAIL, STOCKBRIDGE, GEORGIA 30281

BLOCK RESERVED FOR CLERK OF SUPERIOR COURT

FIELD WORK COMPLETED ON: 07/22/2022
PLAT COMPLETED ON: 07/25/2022

ALL OR A PORTION OF THIS SURVEY WAS PERFORMED BY GPS. 100% OF THIS SURVEY WAS PERFORMED BY GPS. TYPE OF GPS USED WAS REAL TIME KINEMATIC (RTK). THE GPS EQUIPMENT USED TO PERFORM THIS SURVEY IS MADE BY LEICA AND IS GPS UNITS GS18i OR GS18T AND ARE MULTI-FREQUENCY (GNSS) RECEIVERS. THE RELATIVE POSITION ACCURACY OF THIS SURVEY IS 0.05'.

LEGEND

A	= ARC LENGTH
B/L	= BUILDING SETBACK LINE
C/L	= CENTERLINE
CALC	= CALCULATED POINT
CHB	= CHORD BEARING
CHL	= CHORD LENGTH
D	= DELTA ANGLE
DB	= DEED BOOK
FES	= FLARED END SECTION
FH	= FIRE HYDRANT
IPF	= IRON PIN FOUND
IPP	= IRON PIN PLACED
L.L.L.	= APPARENT LAND LOT LINE
LL	= LAND LOT
N/F	= NOW OR FORMERLY
OHW	= OVERHEAD WIRE
OTP	= OPEN TOP PIPE
P/L	= PROPERTY LINE
PB	= PLAT BOOK
PG	= PAGE
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PP	= POWER POLE
R	= RADIUS
R/W	= RIGHT OF WAY
R/WM	= RIGHT OF WAY MONUMENT
RB	= REBAR
RCP	= REINFORCED CONCRETE PIPE
SQFT	= SQUARE FEET
WM	= WATER METER
WV	= WATER VALVE
WVLT	= WATER VAULT

REFERENCE MATERIALS INCLUDE:

DB 14696, PG 165
DB 78, PG 388
DB 60, PG 599
PB 16, PG 134
PB 10, PAGE 90
HENRY COUNTY RECORDS

AND GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY OF PROPOSED ROCK QUARRY ROAD WIDENING PROJECT NO. 0015090

THIS SURVEY WAS PREPARED WITHOUT THE THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ALL EASEMENTS AND MATTERS OF RECORD MAY NOT BE SHOWN HEREON.

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ALL MONUMENTS FOUND AND/OR SET AS NOTED ON THE SURVEY. ALL CORNERS SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

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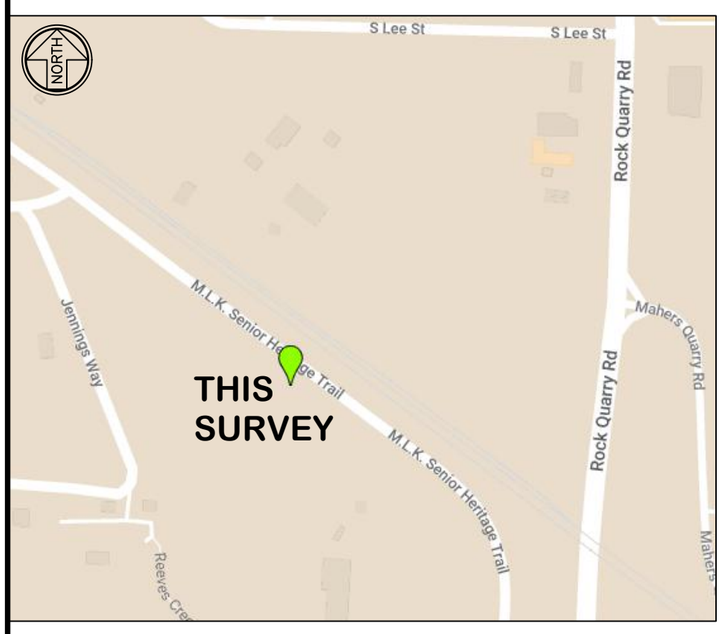


LOCATION MAP

NOT TO SCALE

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD AREA.
PANEL #13151C0086D
EFFECTIVE DATE: 10/06/2022

NOTE:
- PROPERTY IS LOCATED IN THE BIG COTTON INDIAN CREEK WATER SHED PROTECTION DISTRICT.
- PROPERTY IS NOT PART OF A SUBDIVISION.
- A PORTION OF THIS PROPERTY IS NOT LOCATED IN A WETLAND AREA.
- PROPERTY IS SERVED BY COUNTY WATER.
- THIS PROPERTY DOES NOT INCLUDE BODIES OF WATER ON THE PROPERTY.
- PROPERTY IS LOCATED ON A PAVED ASPHALT ROAD.

N/F
CITY OF STOCKBRIDGE
TAX ID: S28-02020000
DB 60, PG 599
ZONED: SR

N 53°16'36" W 350.00' TO IPF 1/2" RB

N 41°53'29" E 463.15' TO 1/2" REBAR FOUND

S 53°22'44" E 574.04' TO FOUND R/W MONUMENT

R/W OF RAILROAD

75.0'

75.0'

C/L OF RAILROAD

34.4'

IPF 1/2" RB

C/L

32.0'

34.5'

R/W OF RAILROAD

FH

OHW

IPF 1/2" RB

M.L.K. SENIOR HERITAGE TRAIL

VARIABLE R/W

ASPHALT PAVEMENT

IPF 3/4" OTP
S04°36'22"E 3.10'
FROM PROPERTY CORNER

CHAIN LINK FENCE

OHW

R/W

PP

760.05
INVERT

18" RCP

759.22
INVERT

GATE

S 53°55'00" E 223.33'

CHAIN LINK FENCE

29.9'

POINT OF REFERENCE COORDINATES:
N:1287773.852
E:2278648.382

N 38°54'14" E 1232.47'

TO A FOUND R/W MONUMENT LOCATED ON THE EASTERLY R/W OF ROCK QUARRY ROAD AND ITS INTERSECTION WITH THE NORTH LINE OF LAND LOT 36

POB
IPF 1/2" RB
N:1286814.744
E:2277874.376

50' B/L

757.81
INVERT

PP

FES

WV

0.9'

WVLT

WM

MHO

R/W

53.6'

FOUND R/WM
S52°22'16"E
236.89' TO FOUND
R/W MONUMENT

N 27°44'16" E 400.36'

10' B/L

GRAVEL AREA

N/F
BUTLER J MARK SR
TAX ID: S27-02021000
DB 14696, PG 165
CITY OF STOCKBRIDGE ZONING: SR

1.962 ACRES
85,453 SQFT

S 00°44'00" W 226.52'

10' B/L

CHAIN LINK FENCE

PP

40' B/L

IPF 1/2" RB

N 89°25'13" W 363.94'

1.8'

CHAIN LINK FENCE

PP

0.9'

1.0'

IPP

FH

WV

N/F
CITY OF STOCKBRIDGE
TAX ID: S28-01002000
DB 78, PG 388
ZONED: LI

N

GRID

SYMBOL LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = BUILDING OUTLINE
- = IRON PIN FOUND
- = IRON PIN PLACED (1/2" REBAR)
- = BOUNDARY POINT
- = IPF CONCRETE MONUMENT
- —OHW— = OVERHEAD WIRE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN PATRICK HARRIS, P.L.S. #2311

07/26/2022
DATE

GEORGIA PROFESSIONAL LAND SURVEYOR NO. 2311 JOHN PATRICK HARRIS

GEORGIA811 www.Georgia811.com
Contact 811 before you dig.

0' 30' 60' 90'

SCALE:1"=30'

JOB NO. 220263

SHEET 1 of 1

ORIGINAL PLAT DATE 07/26/2022	ORIGINAL FIELD DATE 07/22/2022
SCALE 1" = 30'	CREW KM
DRAWN BY SJL	FIELD BOOK FIELD SKETCH
CHECKED BY JPH	DRAWING NO. 220263-B

RETRACEMENT SURVEY

FOR JOHN LANDERS

IN LAND LOT 36, DISTRICT 12, HENRY COUNTY, GEORGIA

IRONSTONE SURVEYING
96 Ernest Biles Drive, Jackson, Georgia 30233
Phone 770-957-4614 / Email office@ironstonesurveying.com

No.	DESCRIPTION OF REVISION	DATE

THIS DRAWING IS THE PROPERTY OF IRONSTONE SURVEYING AND IS AN INSTRUMENT OF SERVICE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF SAME.

From: melissa collum <melissa.collum@hcwa.com>
Sent: Tuesday, August 30, 2022 1:23 PM
To: fritz jacques <fritz.jacques@hcwa.com>
Subject: Water Avail Request: S27-02021000

Fritz,

Good afternoon. Mr. John Landers contacted our office about the following property. He is purchasing the property and is having it rezoned from residential to Commercial. This property is in the City of Stockbridge. The City of Stockbridge told him that he needs a letter from HCWA. Can you assist Mr. Landers?

S27-02021000

John Landers

Phone: 770-235-7999

Thanks,

Melissa Collum | Administrative Assistant, Engineering

Henry County Water Authority

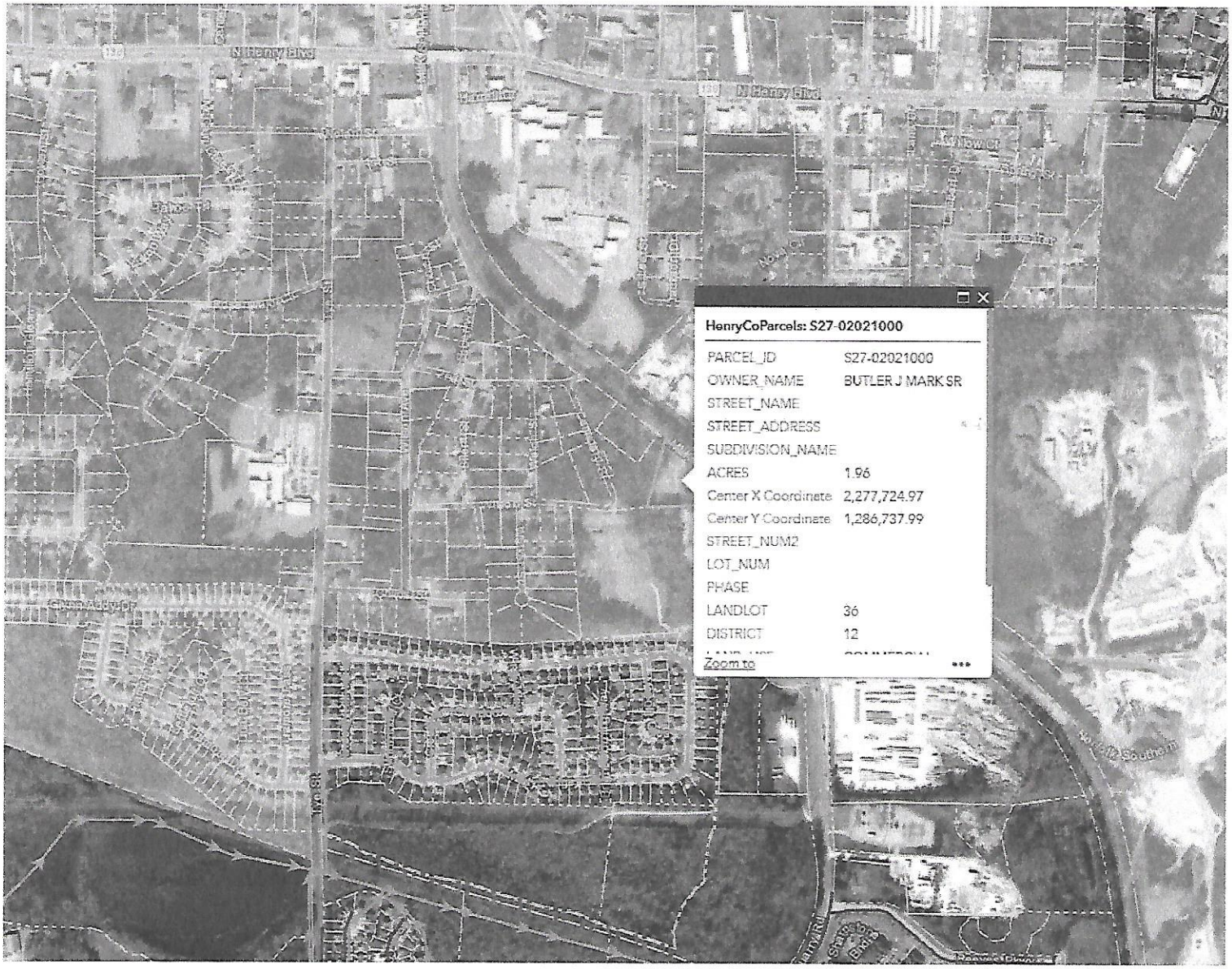
100 Westridge Industrial Blvd | McDonough, GA 30253

P: 678-583-3821

From: fritz.jacques@hcwa.com,
To: johnrlandersjr@aol.com,
Cc: melissa.collum@hcwa.com, permitting@cityofstockbridge-ga.gov,
Subject: RE: Water Avail Request: 443 MLK Sr. Heritage Trl. Parcel No. S27-02021000
Date: Thu, Sep 1, 2022 10:26 am
Attachments:

Mr. Landers,

The above referenced property is within an area designated as City of Stockbridge Service Area. As such, please contact the City of Stockbridge concerning Water & Sewer Availability information.

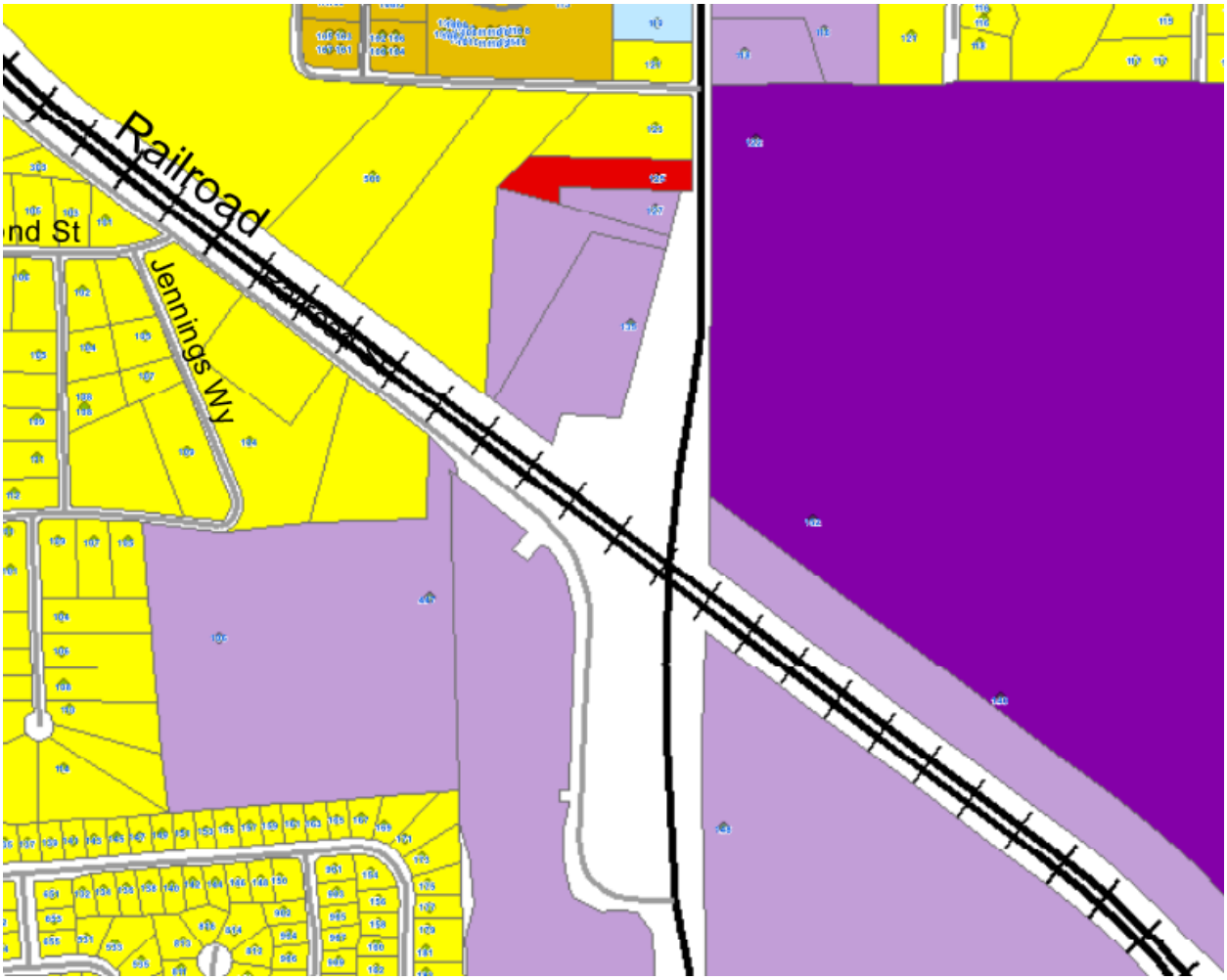


Regards,

Fritz Jacques
Engineering Coordinator
Henry County Water Authority

100 Westridge Industrial Blvd.
McDonough, GA 30253
678-583-3824
770-914-3359 Fax

ZONING MAP EXCERPT FOR 443 M.L.K. SR. HERITAGE TRAIL



CITY OF STOCKBRIDGE
NOTICE OF PUBLIC HEARING
PROPOSAL FOR THIS PROPERTY:
X REZONING ___VARIANCE ___ANNEXATION ___CONDITIONAL USE PERMIT
X COMPREHENSIVE PLAN AMENDMENT ___ZONING MODIFICATION ___OTHER
APPLICANT: John R Landers Jr. CASE NUMBER(S) CP-2022-05 RZ-2022-06
PROPERTY LOCATION: 443 MLK Senior Heritage Trail
PLANNING COMMISSION PUBLIC HEARING: October 27, 2022 AT 6:30 p.m.
CITY COUNCIL PUBLIC HEARING: November 14, 2022 AT 6:00 p.m.
PUBLIC HEARINGS WILL BE HELD AT STOCKBRIDGE CITY HALL, IN THE COUNCIL CHAMBER.
FOR FURTHER INFO, PLEASE CALL THE CITY OF STOCKBRIDGE AT 770-389-7900.
REMOVAL OR DEFACEMENT OF THIS SIGN IS PROHIBITED.

City of Stockbridge

AGENDA ITEM

MEETING DATE

November 14, 2022

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

FUNDING SOURCE

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

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Ryan Anderson, Chief Planner

DEPARTMENT: Community Development

ITEM/PROJECT/EVENT:

Rezoning Case #RZ-2022-06 for Parcel #S27-02021000 (a.k.a. 443 MLK, Sr. Heritage Trail). Proposal by John R. Landers, Jr., applicant and business owner, to rezone the property from 'SR' (Suburban Residential) to 'HI' (Heavy Industrial) to allow for an industrial development. The property contains 1.962 +/- acres and it is located in Land Lot 36 of District 12 within the Stockbridge City Limits. Comprehensive Plan Amendment Case #CP-2022-05 is a companion case. The Staff recommended Approval With Conditions, and the Planning Commission agreed at its October 27, 2022 meeting.

BACKGROUND INFORMATION:

The applicant operates a house-moving business from the property, where he parks vehicles and stores business equipment outdoors. He proposes to continue the same use but to construct a small modular building on the property, in compliance with UDC Section 3.2.20, to store his equipment. LI districts are located to the north and east of the property. Modular buildings are allowed in both LI and HI districts. Memorial Park and the City Transfer Station are located to the south of the property. The Staff recommends denial of Heavy Industrial to prevent a "spot" land use (keeping heavy industrial uses to the east of Rock Quarry Road), but approval of 'Light Industrial' instead, with the condition that the applicant complies with UDC Section 3.2.20. The Planning Commission agreed unanimously at its meeting on October 27, 2022.

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER ___N/A_____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes

Stockbridge
Where Community Connects

TO: Planning Commission

FROM: Gordon Linton, Planner I

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 27, 2022

Subject: #RZ-2022-06 For 443 MLK Senior Heritage Trail

I. PURPOSE

Consider a request to rezone property from SR (Suburban Residential) to HI (Heavy Industrial) to allow for industrial development. Application by John R. Landers, Jr.

II. Background

Proposed Development	The applicant proposes to build a metal building on the existing lot for the purpose of storing business equipment and vehicles.
Site Address	443 MLK Senior Heritage Trail
Parcel Identification	S27-02021000
Parcel Acreage	1.962 +/- acres
Applicant	John R. Landers, Jr. 690 Austin Road Ellenwood, GA, 30294 770-235-7599
Owner	Mark Butler 694 Red Oak Road Stockbridge, GA, 30281
Historic District	N/A
Current Zoning	SR (Suburban Residential)
Zoning History	N/A

Current Use	Outdoor storage of business equipment and vehicles for a house-moving company.

SURROUNDING LAND USE AND ZONING

Location	Existing Land Use	Existing Zoning
Property to the North	Ready Mix USA Stockbridge Concrete Plant	SR (Suburban Residential)
Property to the South	Memorial Park	LI (Light Industrial District)
Property to the East	Vacant Land	LI (Light Industrial District)
Property to the West	Vacant Land	SR (Suburban Residential)

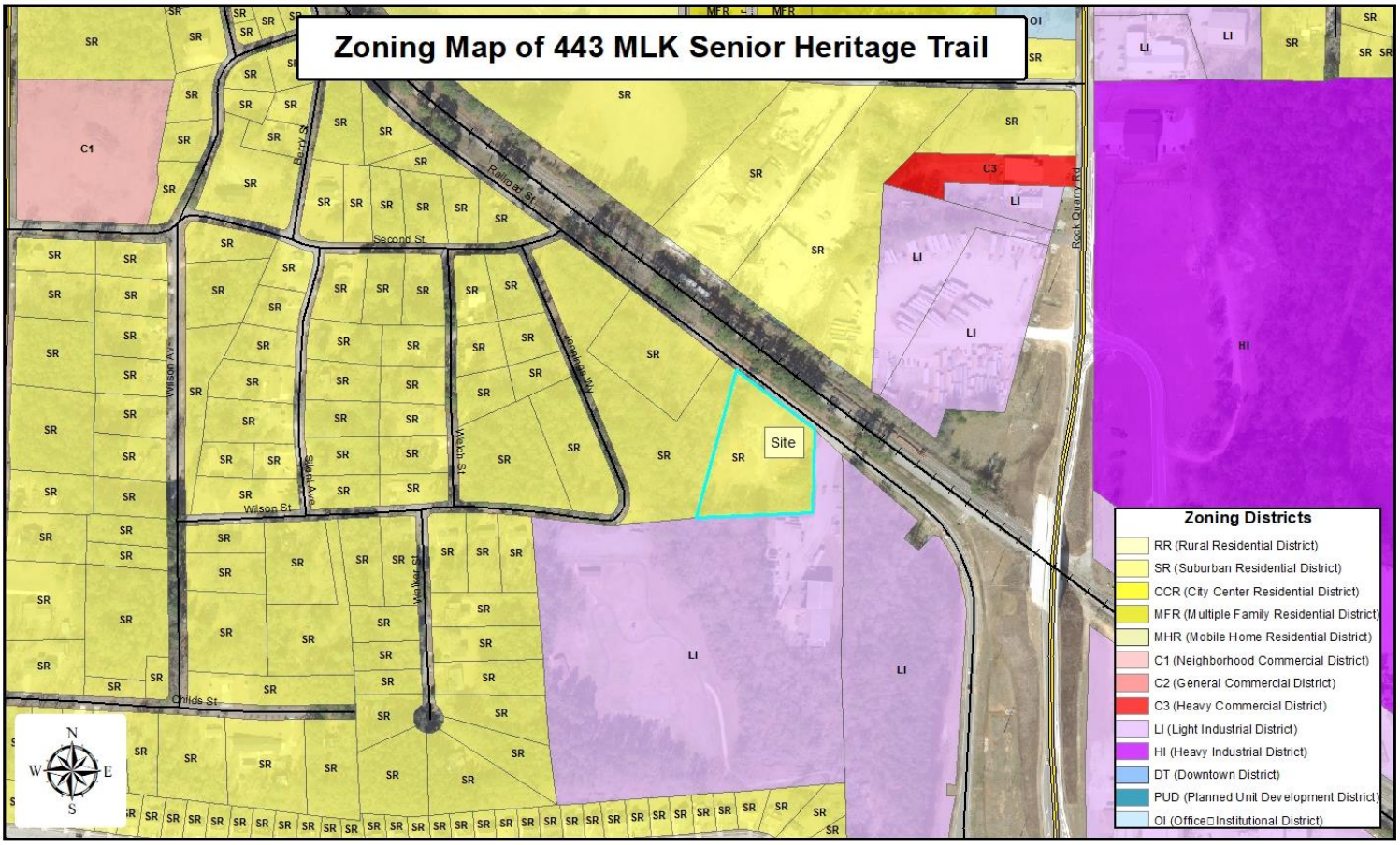
III. Findings of Fact

A. The applicant will be seeking a Comprehensive Plan Amendment to change the future land use designations of certain property from Medium Density Residential to Heavy Industrial.

B. The subject property is not part of the Parkway Mixed-Use Overlay District.

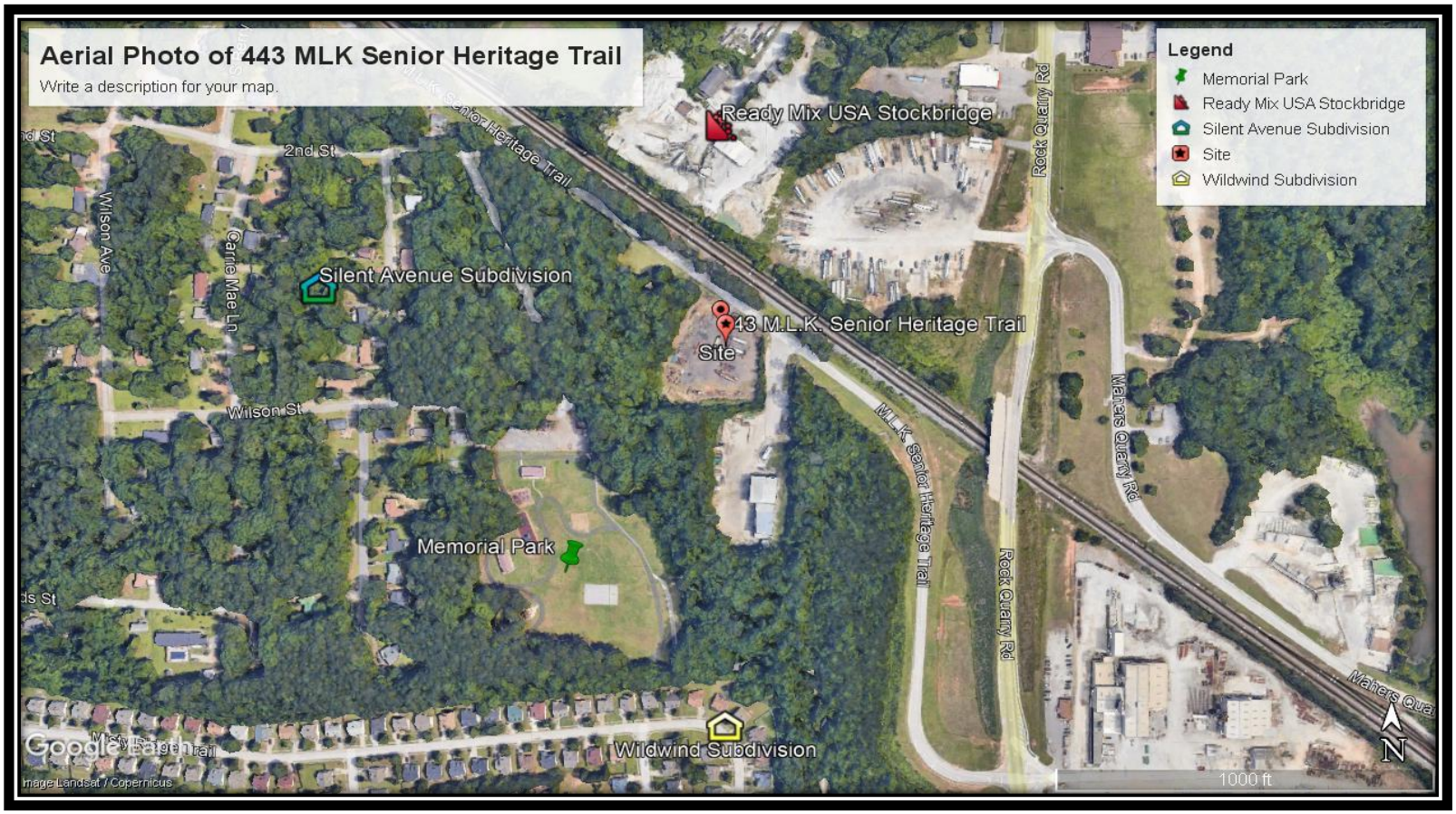
C. The existing property is a non-conforming use.

IV. Maps and Illustrations

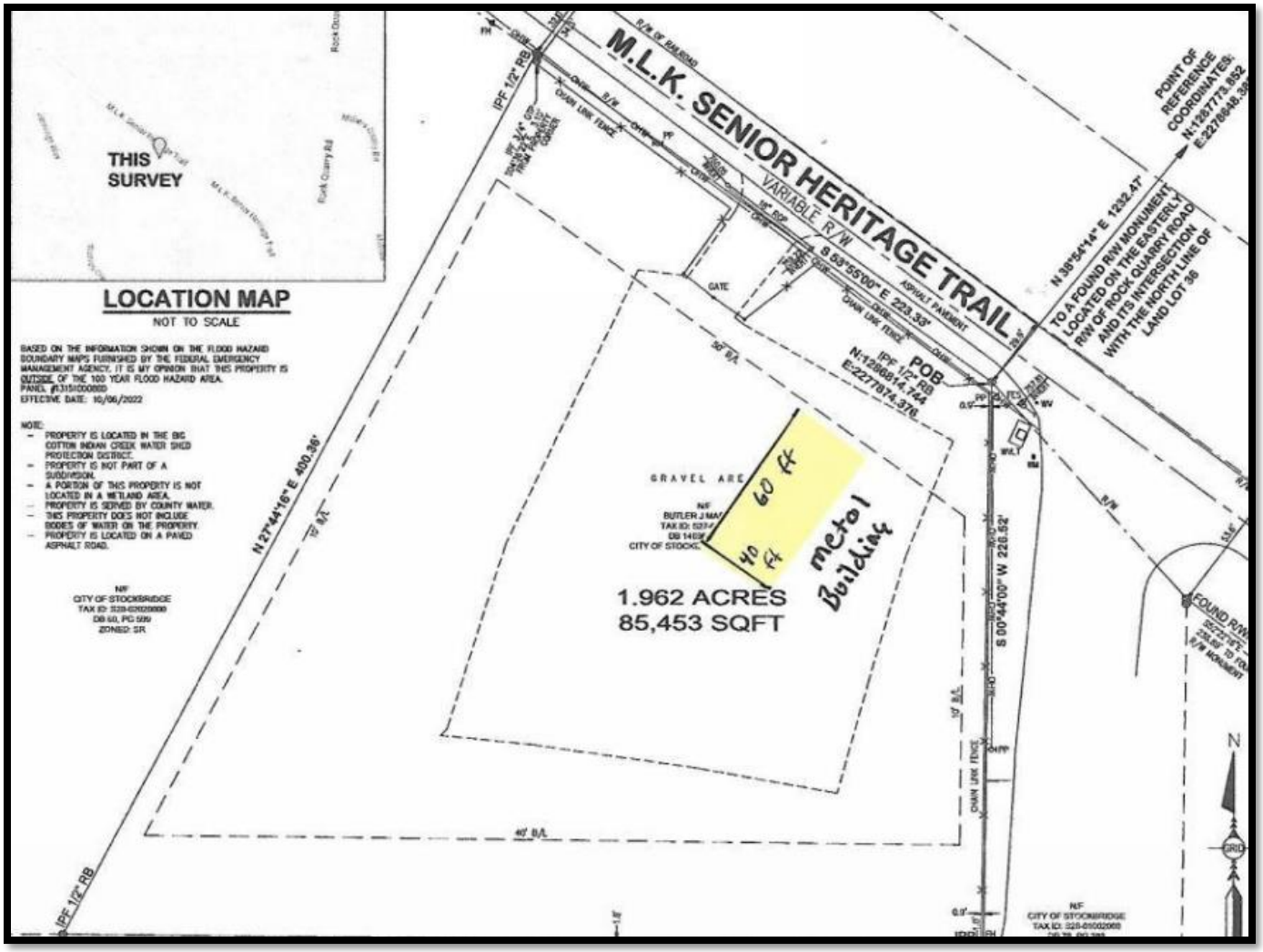


Zoning Map of 443 MLK Senior Heritage Trail

Aerial Photo of 443 MLK Senior Heritage Trail



Conceptual Site Plan of 443 MLK Senior Heritage Trail



V. Analysis

Project Description

The applicant intends to rezone 1.96 acres of 443 MLK Senior Heritage Trail from SR (Suburban Residential) to HI (Heavy Industrial) for the purpose of constructing a metal building for storing the equipment. The requested HI will allow the owner to construct the requested building. The Future Land Use Designation Map designates the subject property as Medium Density Residential. However, the current Future Land Use is incompatible with the requested rezoning. Therefore, the applicant is seeking a Comprehensive Plan Amendment to change the Future Land Use Designation from Medium Density Residential to Heavy Industrial.

Staff Analysis

The applicant requests a **Rezoning** under the City of Stockbridge Unified Development Code Section **(Sec. 9.2.1 C):**

The Planning Commission and the City Council shall consider the following standards in considering any proposal that would result in a change to the text or map of this UDC, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal.

ANALYSIS OF REQUEST

1. **Consistency with the Comprehensive Plan.**

   The request to rezone the subject property to HI (Heavy Industrial) is inconsistent with the Comprehensive Plan. The current Land Use Designation for the subject property is Medium-Density Residential which provides a list of compatible zoning districts which does not include HI. A Comprehensive Plan Amendment has been filed and will be heard concurrently with this case.

2. **The relation that the proposed rezoning 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 rezoning does not meet all the requirements of the minimum development standards of the HI zoning district. In addition, the proposed rezoning is not consistent with the zoning character of the area. A Comprehensive Plan Amendment has been filed and will be heard concurrently with this case. The adjacent and surrounding land uses are light industrial and residential. While there are heavy Industrial uses in the greater vicinity and Rock Quarry Road to the east serves as a distinct boundary between light industrial and heavy industrial. Staff

prefers that that the Heavy Industrial remains on the eastern side of Rock Quarry Road. Moreover, staff feels as though Heavy industrial uses should not encroach into the light industrial and residential uses within the immediate vicinity.

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

   Although the addition of the proposed metal building could benefit the subject property by providing a visual screening of the applicant's industrial equipment and serving as a protection for the equipment, rezoning the property to heavy industrial would adversely affect the character of the area because it is primarily light industrial and residential. The proposed rezoning would therefore potentially constitute a spot zoning, especially since the subject property is very small (having only 1.962 acres), and it could lead to possible other heavy industrial uses being introduced into the immediate vicinity. This could result in an unwarranted zoning precedent.

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 site appears to be suitable for the proposed rezoning with an approved Comprehensive Plan Amendment. Issues regarding buffering, topography, drainage, access, size, and shape of the property will be addressed.

5. **The impact upon adjacent property owners should the request be granted.**

   The possible impact upon the adjacent property owners should the property be rezoned is an increase in traffic from the trucks that will pick up the equipment.

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

   There is no impact anticipated. However, Memorial Park is located within close proximity of the subject property and future anticipated an expansion of the park, and this proposed re-zoning could have an adverse impact on those plans**.**

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

   The subject property has frontage on MLK Senior Heritage Trail, which is a local road. There are no sidewalks in the vicinity of the subject property.

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.

Approval of the applicant's request to a more suitable zoning district of Light Industrial in concert with an appropriate Comprehensive Plan Amendment would allow the applicant to construct the requested building according to Section 3.2.20 Industrial and Modular Buildings of the UDC. The applicant's request is more in line with this section of code.

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

The subject property is zoned 'SR' (Suburban Residential), but it is currently being used for an industrial operation. The current use is non-conforming, and since other light industrial uses are near the subject property, the continuation of the current industrial use is reasonable. Allowing the property to continue to be used for industrial purposes is reasonable since that would provide stability to the area since the existing use has existed on the property for many years, and because nearby properties are zoned for light industrial uses. Further, since the subject property faces railroad tracks, it is not likely that it would be developed for a single-family residence.

Summary of Impacts/Concerns

Fire Marshal	N/A
Henry County Water and Sewer	Sufficient
Police	N/A
School Board	N/A
Buildings	N/A

VI. STAFF RECOMMENDATIONS

- The planning and zoning staff recommends **denial** of the applicant's request from SR (Suburban Residential) to HI (Heavy Industrial) and recommend **approval with conditions** to LI (Light Industrial). The recommended zoning condition is listed below:

    - The building will be developed in accordance with Section 3.2.20 of the City of Stockbridge Unified Development Code and all other City Code sections regarding site development standards and requirements.

LETTER OF INTENT

John R. Landers Jr.
690 Austin Road
Ellenwood, GA 30294
770-235-7999

8/25/22
Revised on
9/27/22

Linda Logan
City of Stockbridge
Planning and Zoning
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Dear Ms. Logan,

I, John R. Landers Jr. am the Agent for the property owner, J. Mark Butler of the property at 443 MLK Sr. Heritage Trail. The property is 1.962 acres in Land Lot 36 of the 12th District with Tax ID # S27-02021000. We would like to apply to have the property at this address rezoned from (SR)" Suburban Residential" to (HI) "Heavy Industrial." We would like to apply for a Comprehensive Plan Amendment in order to change the property's Future Land Use Designation from "Medium-Density Residential" to "Heavy Industrial." We currently have been using the property to store business equipment for a House Moving and Raising Business for the last five years. The property owner wants to sell the property to me, John R. Landers Jr. and I wanted the property zoned correctly for its proper use before I purchased the property. I want to continue to store my business equipment on the property and eventually have a building built on the property. The property is surrounded by property owned by the City of Stockbridge.

Sincerely,

John R. Landers Jr.

UNEEDA MARNAE SMITH SELLERS
My Commission Expires
NOTARY
PUBLIC
March 20, 2026
HENRY COUNTY, GEORGIA

SITE ADDRESS: 443 M.L.K. SENIOR HERITAGE TRAIL, STOCKBRIDGE, GEORGIA 30281

LEGEND

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PB 10, PAGE 90
HENRY COUNTY RECORDS

AND GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY OF PROPOSED ROCK QUARRY ROAD WIDENING PROJECT NO. 0015090

BLOCK RESERVED FOR CLERK OF SUPERIOR COURT

FIELD WORK COMPLETED ON: 07/22/2022
PLAT COMPLETED ON: 07/25/2022

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LOCATION MAP

NOT TO SCALE

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD AREA.
PANEL #13151C0088D
EFFECTIVE DATE: 10/06/2022

NOTE:
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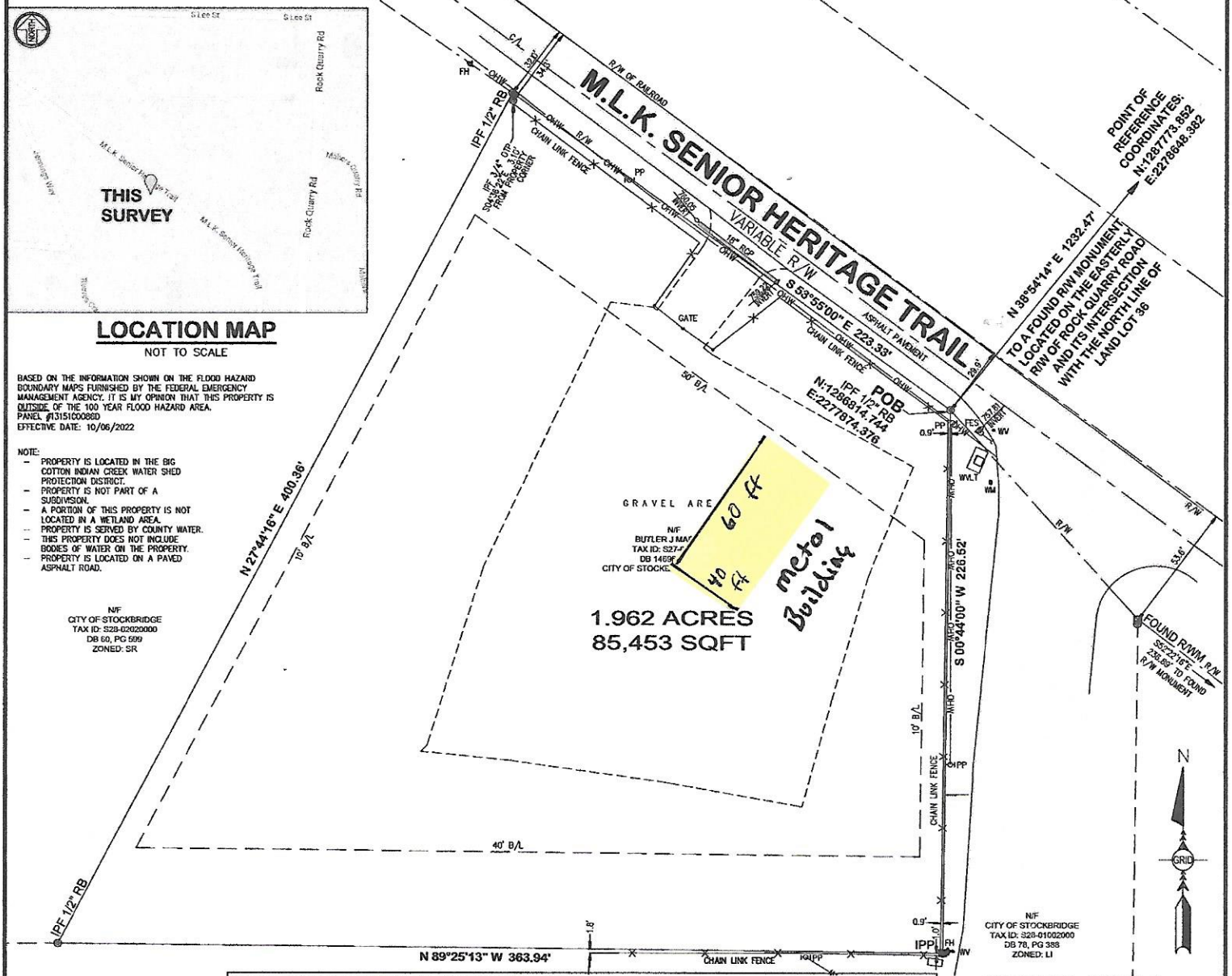
- THIS PROPERTY DOES NOT INCLUDE BODIES OF WATER ON THE PROPERTY.
- PROPERTY IS LOCATED ON A PAVED ASPHALT ROAD.



SYMBOL LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = BUILDING OUTLINE
- = IRON PIN FOUND
- = IRON PIN PLACED (1/2" REBAR)
- = BOUNDARY POINT
- = IPF CONCRETE MONUMENT
- —OHW— = OVERHEAD WIRE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN PATRICK HARRIS, P.L.S. #2311

07/26/2022
DATE

GEORGIA PROFESSIONAL LAND SURVEYOR NO. 2311 JOHN PATRICK HARRIS

GEORGIA811 www.Georgia811.com Contact 811 before you dig

0' 30' 60' 90'
SCALE:1"=30'

JOB NO. 220263

SHEET 1 of 1

ORIGINAL PLAT DATE	07/26/2022
ORIGINAL FIELD DATE	07/22/2022
SCALE	1" = 30'
CREW	KM
DRAWN BY	SJL
FIELD BOOK	FIELD SKETCH
CHECKED BY	JPH
DRAWING NO.	220263-B

RETRACEMENT SURVEY

FOR JOHN LANDERS

IN LAND LOT 36, DISTRICT 12, HENRY COUNTY, GEORGIA

IRONSTONE SURVEYING
96 Ernest Biles Drive, Jackson, Georgia 30233
Phone 770-957-4614 / Email office@ironstonesurveying.com

No.	DESCRIPTION OF REVISION	DATE

THIS DRAWING IS THE PROPERTY OF IRONSTONE SURVEYING AND IS AN INSTRUMENT OF SERVICE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN EXPRESS PERMISSION OF SAME.

LETTER OF INTENT

John R. Landers Jr.
690 Austin Road
Ellenwood, GA 30294
770-235-7999

Linda Logan
City of Stockbridge
Planning and Zoning
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Dear Ms. Logan,

I, John R. Landers Jr. am the Agent for the property owner, J. Mark Butler of the property at 443 MLK Sr. Heritage Trail. The property is 1.962 acres in Land Lot 36 of the 12th District with Tax ID # S27-02021000. We would like to apply to have the property at this address rezoned from (SR)" Suburban Residential" to (HI) "Heavy Industrial." We would like to apply for a Comprehensive Plan Amendment in order to change the property's Future Land Use Designation from "Public-Institutional" to "Heavy Industrial." We currently have been using the property to store business equipment for a House Moving and Raising Business for the last five years. The property owner wants to sell the property to me, John R. Landers Jr. and I wanted the property zoned correctly for its proper use before I purchased the property. I want to continue to store my business equipment on the property and eventually have a building built on the property. The property is surrounded by property owned by the City of Stockbridge.

Sincerely,

John R. Landers Jr.

CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, Georgia 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as the applicant in the pursuit of a/an Rezoning for this property [Please fill in one of the following: Rezoning, Variance, Administrative Variance, Annexation, Comprehensive Plan Amendment, Conditional Use Permit, Zoning Modification, Subdivision, Recombination or Other (please state the type of application.].

Name/Company Name of Property Owner MARK BUTler
Address of Property Owner 694 Red OAK Rd. STOCKBridge, GA. 30281
Telephone and E-Mail of Property Owner BFAST1ner@gmail.com
Name/Company Name of Authorized Applicant John R. Landers Jr.
Address of Authorized Applicant 690 Austin Rd. Ellenwood, GA 30294
Telephone and E-Mail of Authorized Applicant 770-235-7999 johnrlandersjr@aol.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature J. Mark Butler Jr Date 8-22-22

Personally appeared before me:

, who swears that the information which is contained in this Owner's Authorization is true and correct to the best of his/her knowledge and belief.

Rhonda Y. Whitehead-Combs
Notary Public's Signature

Rhonda Y. Whitehead-Combs 8/22/2022
Notary Public's Printed Name and Date

RHONDA Y WHITEHEAD COMBS NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 25, 2023

[Affix Seal Here]

From: dmullis@cityofstockbridge-ga.gov,
To: johnrlandersjr@aol.com, LLogan@cityofstockbridge-ga.gov, DAaron@cityofstockbridge-ga.gov,
Cc: johnrlandersjr@aol.com,
Subject: Re: Water Availability Letter 443 MLK Sr. Heritage Trail
Date: Tue, Aug 30, 2022 1:18 pm

Good afternoon,
I have completed site visit of address. There is an 8" water main on the edge of road on the property side. Water service would be accessible for customer once fees are met.
If further information is needed please feel free to reach out.
Thanks,
Get Outlook for iOS

From: John R. Landers Jr. <johnrlandersjr@aol.com>
Sent: Tuesday, August 30, 2022 1:00:26 PM
To: Donald Mullis <dmullis@cityofstockbridge-ga.gov>
Cc: John R. Landers Jr. <johnrlandersjr@aol.com>
Subject: Water Availability Letter 443 MLK Sr. Heritage Trail

Mr. Mullis,

It was good to talk to you this afternoon. As I have been advised by Linda Logan in the City of Stockbridge Planning and Zoning Department, I need a letter stating that there is water available at 443 MLK Sr. Heritage Trail. This is part of the Rezoning Application Packet that we have to turn into the Planning and Zoning Department.

If you could provide that letter it would be greatly appreciated.

Thank you.

Best regards,
John R. Landers Jr.
770-235-7999

City of Stockbridge Planning and Zoning Division
Rezoning Application

Name of Applicant John R. Landers Jr. Phone: 770 235 7999 Date: 8/25/22

Address Applicant: 690 Austin Road Fax Cell # 770 235-7999

City: Ellenwood State: GA Zip: 30294 E-mail: johnrlandersjr@aol.com

Name of Agent John R. Landers Jr. Phone: 770 235 7999 Date: 8/25/22

Address Agent: 690 Austin Rd. Fax Cell # 770 235 7999

City: Ellenwood State: GA Zip: 30294 E-mail: johnrlandersjr@aol.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT HE OR SHE IS THE OWNER, OR AGENT OF THE OWNER, OF THE PROPERTY DESCRIBED BELOW, AND IS REQUESTING A REZONING OF THE PROPERTY.

Rezoning being requested rezone property from SR Suburban Residential to HI Heavy Industrial

The property will be POSTED with a City of Stockbridge rezoning 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._____Acknowledgement

Address of Property: 443 MLK Sr. Heritage Trail

Nearest intersection to the property: _____
(Street Address)

Size of Tract: 1.962 acre(s), Land Lot Number(s): 36, District(s): 12

Property Tax Parcel Number(s): S27-02021000 **(Required)**

Witness' Signature

Printed Name of Witness

Signature of Applicant

John R Landers Jr

Printed Name of Applicant

Notary

Signature of Agent

NOTARY STAMP:

RHONDA Y WHITEHEAD COMBS
NOTARY PUBLIC
HENRY COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 25, 2023

(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: _____

Planning Commission Decision: _____

City Council Decision: _____

Community Development Director's Signature:_____Date: _____

LETTER OF INTENT

John R. Landers Jr.
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Ellenwood, GA 30294
770-235-7999

Linda Logan
City of Stockbridge
Planning and Zoning
Municipal Court Building
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John R. Landers Jr.

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Telephone and E-Mail of Authorized Applicant 770-235-7999 johnrlandersjr@aol.com

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Rhonda Y. Whitehead-Combs
Notary Public's Signature

Rhonda Y. Whitehead-Combs 8/22/2022
Notary Public's Printed Name and Date

RHONDA Y WHITEHEAD COMBS NOTARY PUBLIC HENRY COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 25, 2023
[Affix Seal Here]

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 a 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 Stockbridge City Council who will consider the application?
Yes_____ No X

If **Yes**, the applicant and the attorney representing the applicant must file the following information with the City of Stockbridge Planning and Zoning Division within ten (10) days after this application is first filed:

Planning Commissioner and/or City Council Member Name	Dollar Amount of Campaign Contribution	Description of Gift $250 or greater, which was given to Board Member

We certify that the foregoing information is true and correct, this 25 day of Aug, 2022

John R. Landers Jr.
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 25 day of August 2022

Uneeda Marnae Smith Sellers
Notary Public

UNEEDA MARNAE SMITH SELLERS
My Commission Expires
NOTARY PUBLIC
March 20, 2026
HENRY COUNTY, GEORGIA

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

SITE ADDRESS: 443 M.L.K. SENIOR HERITAGE TRAIL, STOCKBRIDGE, GEORGIA 30281

BLOCK RESERVED FOR CLERK OF SUPERIOR COURT

LEGEND

A	= ARC LENGTH
B/L	= BUILDING SETBACK LINE
C/L	= CENTERLINE
CALC	= CALCULATED POINT
CHB	= CHORD BEARING
CHL	= CHORD LENGTH
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RCP	= REINFORCED CONCRETE PIPE
SQFT	= SQUARE FEET
WM	= WATER METER
WV	= WATER VALVE
WVLT	= WATER VAULT

REFERENCE MATERIALS INCLUDE:

DB 14696, PG 165
DB 78, PG 388
DB 60, PG 599
PB 16, PG 134
PB 10, PAGE 90
HENRY COUNTY RECORDS

AND GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY OF PROPOSED ROCK QUARRY ROAD WIDENING PROJECT NO. 0015090

THIS SURVEY WAS PREPARED WITHOUT THE THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ALL EASEMENTS AND MATTERS OF RECORD MAY NOT BE SHOWN HEREON.

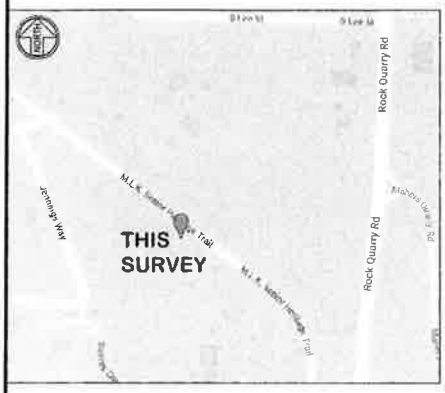
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USES OF THAT NAME APPEARING IN THE TITLE BLOCK AND IS CERTIFIED TO NO OTHER PARTY.

ALL MONUMENTS FOUND AND/OR SET AS NOTED ON THE SURVEY, ALL CORNERS SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 26,168 FEET.

FIELD WORK COMPLETED ON: 07/22/2022
PLAT COMPLETED ON: 07/25/2022

ALL OR A PORTION OF THIS SURVEY WAS PERFORMED BY GPS. 100% OF THIS SURVEY WAS PERFORMED BY GPS. TYPE OF GPS USED WAS REAL TIME KINEMATIC (RTK). THE GPS EQUIPMENT USED TO PERFORM THIS SURVEY IS MADE BY LEICA AND IS GPS UNITS GS18I OR GS18T AND ARE MULTI-FREQUENCY (GNSS) RECEIVERS. THE RELATIVE POSITION ACCURACY OF THIS SURVEY IS 0.05'.



LOCATION MAP

NOT TO SCALE

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD AREA.
PANEL #13151C0086D
EFFECTIVE DATE: 10/06/2022

NOTE:
- PROPERTY IS LOCATED IN THE BIG COTTON INDIAN CREEK WATER SHED PROTECTION DISTRICT.
- PROPERTY IS NOT PART OF A SUBDIVISION.
- A PORTION OF THIS PROPERTY IS NOT LOCATED IN A WETLAND AREA.
- PROPERTY IS SERVED BY COUNTY WATER.
- THIS PROPERTY DOES NOT INCLUDE BODIES OF WATER ON THE PROPERTY.
- PROPERTY IS LOCATED ON A PAVED ASPHALT ROAD.

N 37°51'18" W 350.05'
10 BY 1/2" RB
N 53°55'00" W 48.15'
TO 1/2" REBAR FOUND

S 53°27'44" E 574.04' TO FOUND R/W MONUMENT
R/W OF RAILROAD

75.0'
75.0'
C/L OF RAILROAD
IPF 1/2" RB
C/L
R/W OF RAILROAD
FH
OHW
IPF 1/2" RB
CHAIN LINK FENCE
R/W
M.L.K. SENIOR HERITAGE TRAIL
VARIABLE R/W
IPF 1/4" OTP 0.5' INSIDE PROPERTY FROM PROPERTY CORNER
S 53°55'00" E 223.33'
ASPHALT PAVEMENT
CHAIN LINK FENCE
GATE
POB
N:1286814.744
E:2277874.376
IPF 1/2" RB
POINT OF REFERENCE COORDINATES:
N:1287773.852
E:2278648.392
N 38°54'14" E 1232.47'
TO A FOUND R/W MONUMENT LOCATED ON THE EASTERLY R/W OF ROCK QUARRY ROAD AND ITS INTERSECTION WITH THE NORTH LINE OF LAND LOT 36
25.0'
90' B/L
N 27°44'16" E 400.36'
10' B/L
GRAVEL AREA
N/F
BUTLER J MARK SR
TAX ID: S27-02021000
DB 14696, PG 165
CITY OF STOCKBRIDGE ZONING: SR
1.962 ACRES
85,453 SQFT
S 00°44'00" W 226.52'
R/W
53.6'
FOUND R/WM
S 53°27'16" E
328.85' TO FOUND R/W MONUMENT
10' B/L
CHAIN LINK FENCE
40' B/L
N/F
CITY OF STOCKBRIDGE
TAX ID: S28-02020000
DB 60, PG 599
ZONED: SR
IPF 1/2" RB
N 89°25'13" W 363.94'
CHAIN LINK FENCE
IPP
N/F
CITY OF STOCKBRIDGE
TAX ID: S28-01002000
DB 78, PG 388
ZONED: LI
N
GRID

SYMBOL LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = BUILDING OUTLINE
- = IRON PIN FOUND
- = IRON PIN PLACED (1/2" REBAR)
- = BOUNDARY POINT
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GEORGIA PROFESSIONAL LAND SURVEYOR JOHN PATRICK HARRIS NO. 2311

JOHN PATRICK HARRIS, P.L.S. #2311

07/26/2022
DATE

GEORGIA811
www.Georgia811.com
Contact 811 before you dig.

0' 30' 60' 90'
SCALE:1"=30'

JOB NO. 220263

SHEET 1 of 1

ORIGINAL PLAT DATE: 07/26/2022	ORIGINAL FIELD DATE: 07/22/2022
SCALE: 1" = 30'	CREW: KM
DRAWN BY: SJL	FIELD BOOK: FIELD SKETCH
CHECKED BY: JPH	DRAWING NO.: 220263-B

RETRACEMENT SURVEY

FOR JOHN LANDERS

IN LAND LOT 36, DISTRICT 12, HENRY COUNTY, GEORGIA

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No.	DESCRIPTION OF REVISION	DATE

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SITE ADDRESS: 443 M.L.K. SENIOR HERITAGE TRAIL, STOCKBRIDGE, GEORGIA 30281

BLOCK RESERVED FOR CLERK OF SUPERIOR COURT

LEGEND

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FIELD WORK COMPLETED ON: 07/22/2022
PLAT COMPLETED ON: 07/25/2022

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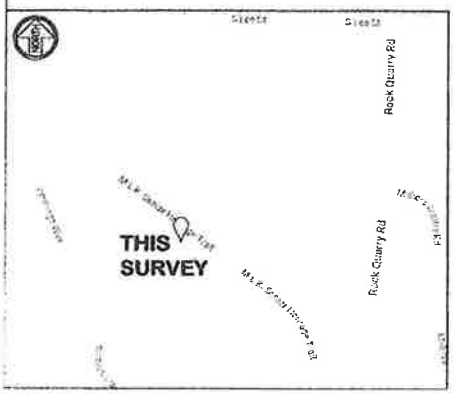

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NOT TO SCALE

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PANEL #13151C0080D
EFFECTIVE DATE: 10/05/2022

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N/F
CITY OF STOCKBRIDGE
TAX ID: 328-02020000
DB 60, PG 599
ZONED: SR

N 38°54'14" E 1232.47'
TO A FOUND R/W MONUMENT LOCATED ON THE EASTERLY R/W OF ROCK QUARRY ROAD AND ITS INTERSECTION WITH THE NORTH LINE OF LAND LOT 38

POINT OF REFERENCE COORDINATES:
N:1287773.852
E:2278648.382

S 53°22'46" E 514.04' TO FOUND R/W MONUMENT

R/W OF RAILROAD

C/L OF RAILROAD

IPF 1/2" RB

M.L.K. SENIOR HERITAGE TRAIL
VARIABLE R/W
ASPHALT PAVEMENT

S 53°55'00" E 223.33'

IPF 1/2" RB
N:1286814.144
E:2277874.376

POB

GATE

CHAIN LINK FENCE

GRAVEL AREA

60 ft
40 ft
metal Building

1.962 ACRES
85,453 SQFT

N 27°44'16" E 400.36'

S 00°44'00" W 226.52'

FOUND R/W MONUMENT

N 89°25'13" W 363.94'

IPF 1/2" RB

10' B/L
40' B/L
95' B/L

N/F
CITY OF STOCKBRIDGE
TAX ID: 328-01002000
DB 78, PG 388
ZONED: LI

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN PATRICK HARRIS, P.L.S. #2311

07/26/2022
DATE

GEORGIA PROFESSIONAL LAND SURVEYOR NO. 2311 JOHN PATRICK HARRIS

GEORGIA811 www.Georgia811.com Contact 811 before you dig.

0' 30' 60' 90'
SCALE: 1"=30'

SYMBOL LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = BUILDING OUTLINE
- = IRON PIN FOUND
- = IRON PIN PLACED (1/2" REBAR)
- = BOUNDARY POINT
- = IPF CONCRETE MONUMENT
- —OHW— = OVERHEAD WIRE

JOB NO. 220263

ORIGINAL PLAT DATE	ORIGINAL FIELD DATE
07/26/2022	07/22/2022
SCALE	CREW
1" = 30'	KM
DRAWN BY	FIELD BOOK
SJL	FIELD SKETCH

RETRACEMENT SURVEY

FOR JOHN LANDERS

IRONSTONE SURVEYING
86 Ernest Biles Drive, Jackson, Georgia 30233

SHEET 1 of 1

THIS DRAWING IS THE PROPERTY OF IRONSTONE SURVEYING AND IS AN INSTRUMENT OF SERVICE AND SHALL NOT BE USED IN PART OR IN WHOLE OR PLACED ON ANY WEBSITE.

From: dmullis@cityofstockbridge-ga.gov,
To: johnrlandersjr@aol.com, LLogan@cityofstockbridge-ga.gov, DAaron@cityofstockbridge-ga.gov,
Cc: johnrlandersjr@aol.com,
Subject: Re: Water Availability Letter 443 MLK Sr. Heritage Trail
Date: Tue, Aug 30, 2022 1:18 pm

Good afternoon,
I have completed site visit of address. There is an 8" water main on the edge of road on the property side. Water service would be accessible for customer once fees are met.
If further information is needed please feel free to reach out.
Thanks,
Get Outlook for iOS

From: John R. Landers Jr. <johnrlandersjr@aol.com>
Sent: Tuesday, August 30, 2022 1:00:26 PM
To: Donald Mullis <dmullis@cityofstockbridge-ga.gov>
Cc: John R. Landers Jr. <johnrlandersjr@aol.com>
Subject: Water Availability Letter 443 MLK Sr. Heritage Trail

Mr. Mullis,

It was good to talk to you this afternoon. As I have been advised by Linda Logan in the City of Stockbridge Planning and Zoning Department, I need a letter stating that there is water available at 443 MLK Sr. Heritage Trail. This is part of the Rezoning Application Packet that we have to turn into the Planning and Zoning Department.

If you could provide that letter it would be greatly appreciated.

Thank you.

Best regards,
John R. Landers Jr.
770-235-7999

From: melissa collum <melissa.collum@hcwa.com>
Sent: Tuesday, August 30, 2022 1:23 PM
To: fritz jacques <fritz.jacques@hcwa.com>
Subject: Water Avail Request: S27-02021000

Fritz,

Good afternoon. Mr. John Landers contacted our office about the following property. He is purchasing the property and is having it rezoned from residential to Commercial. This property is in the City of Stockbridge. The City of Stockbridge told him that he needs a letter from HCWA. Can you assist Mr. Landers?

S27-02021000

John Landers

Phone: 770-235-7999

Thanks,

Melissa Collum | Administrative Assistant, Engineering

Henry County Water Authority

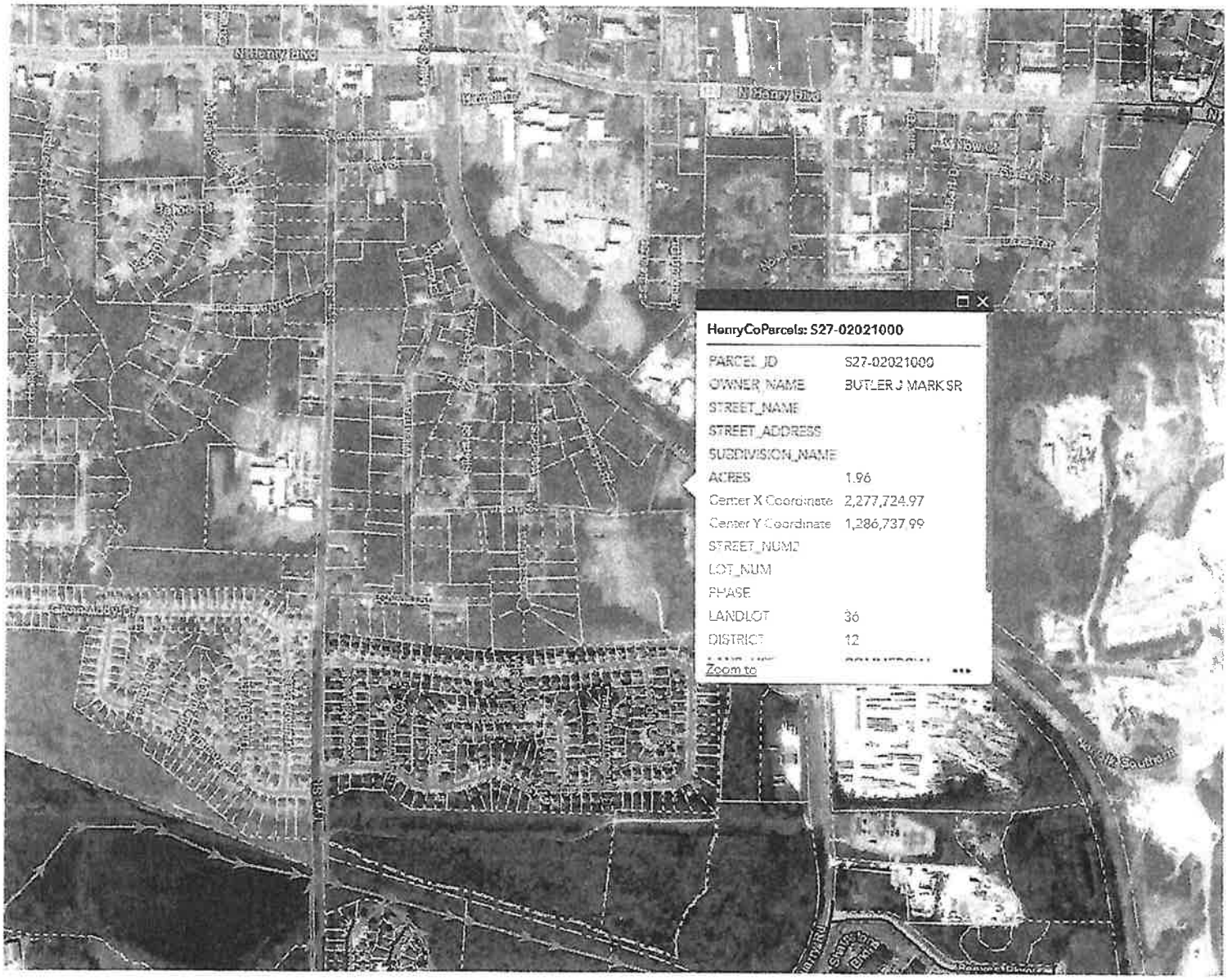
100 Westridge Industrial Blvd | McDonough, GA 30253

P: 678-583-3821

From: fritz.jacques@hcwa.com,
To: johnrlandersjr@aol.com,
Cc: melissa.collum@hcwa.com, permitting@cityofstockbridge-ga.gov,
Subject: RE: Water Avail Request: 443 MLK Sr. Heritage Trl. Parcel No. S27-02021000
Date: Thu, Sep 1, 2022 10:26 am
Attachments:

Mr. Landers,

The above referenced property is within an area designated as City of Stockbridge Service Area. As such, please contact the City of Stockbridge concerning Water & Sewer Availability information.



Regards,

Fritz Jacques
Engineering Coordinator
Henry County Water Authority

100 Westridge Industrial Blvd.
McDonough, GA 30253
678-583-3824
770-914-3339 Fax

City of Stockbridge

Planning and Zoning Office

Septic System Information for Zoning Requests

4640 North Henry Boulevard; Stockbridge, GA 30281 (770) 389-7900

This form must be completed and submitted to the Planning and Zoning Office with all zoning applications for properties that are not served by public sewer.

Name of Applicant: John R. Landers Jr. Phone: 770 235-7999 Mobile: 770 235 7999

Applicant Address: 690 Austin Road City, State: Elkenwood, GA Zip: 30294

Name of Agent: same as above Phone: 770 235 7999 Mobile: _____

Agent Address: _____ City, State: _____ Zip: _____

Request (Check one):

Rezoning (Current Zoning SR Requested Zoning HI) Conditional Use ____ Variance ____ Zoning Modification ____

For the Purpose of _____

Property Address: 443 MLK Sr. Heritage Trail Nearest Intersection to property: _____

Size of Tract: _____ acres Land Lot:(s) 36 District(s): 12th

Property Tax Parcel Number(s): S27-D202 1000 Proposed Number of Lots: 1

Signature of Owner: _____ Printed Name of Owner: _____

Signature of Agent: _____ Printed Name of Agent: John R Landers Jr

Notary: Vineda Marnae Smith Sellers

NEEDA MARNAE SMITH SELLERS NOTARY PUBLIC HENRY COUNTY, GEORGIA My Commission Expires March 20, 2026

(To be Completed by Henry County Environmental Health)

Check all that apply

_____ There are suitable soils for the installation of a septic system on the subject property.

_____ There are **not** suitable soils for the installation of a septic system on the subject property.

_____ There is an existing septic system on the subject property.

_____ The existing septic system will support the proposed development and/or use.

_____ The existing septic system will **not** support the proposed development and/or use.

Comments: A level-5 soil report will need to be submitted to this office to determine suitability for development utilizing a Septic System. This office has no records of an existing Septic System on the Subject property

Name of Person Completing: Todd A. Driver Title: Environmental Health County Manager

Signature: _____ Date: 8-30-22

E-mail Address: Todd.Driver@dph.ga.gov Phone Number: 470-661-0044

STANDARD SALES CONTRACT

The undersigned Purchaser, and Purchaser's heirs and assigns, agrees to buy, and the undersigned Seller, and Seller's heirs and assigns, agrees to sell through themselves directly, with no Broker, property commonly known as 443 MLK Sr. Heritage Trail, Stockbridge. Georgia, Henry County, Georgia and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 36 OF THE 12TH DISTRICT OF HENRY COUNTY, GEORGIA, BEING A 1.96 ACRE TRACT AS DESCRIBED IN DEED BOOK 14696, PAGE 165, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE. TAX ID #S27-02021000.

including all lighting fixtures attached thereto, and all heating, water heating, and plumbing equipment therein; also all plants, trees and shrubbery now on the premises.

The purchase price of said property shall be: **ONE HUNDRED TWENTY THOUSAND AND 00/100 ($120,000.00) DOLLARS**, to be paid as follows: **ALL CASH AT CLOSING.**

Purchaser will deposit to the escrow agent (Dixon Law Group, P.C.), TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, as earnest money within 3 business days from the date of acceptance, which earnest money is to be applied as part payment of purchase price of said property at the time sale is consummated. If buyer does not close on purchase, the earnest money shall be returned to buyer.

Sellers warrants that they presently have title to said property, and at the time the sale is consummated, they agree to convey good and marketable title to said property to Purchaser by general warranty deed subject to standard Title Exceptions.

The Purchaser shall have ten (10) days after the acceptance date of this Contract in which to examine title and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Sellers shall have ten (10) days from the receipt of such objections to satisfy the same. If Sellers is unable or unwilling to satisfy such valid objections within said ten (10) day period, Purchaser may at its option declare the contract null and void and be entitled to a full refund of any Earnest Money paid. Notwithstanding the foregoing, Purchaser may at the expiration of said ten (10) day period elect to proceed with the purchase of property. Objections relating to the payment of monies for the satisfaction of Deeds to Secure Debt, open taxes, liens of any kind and all other title objections which may be cleared by the payment of money, may be cleared by paying the same at closing.

Sellers and Purchasers agree that such papers as may be legally necessary to carry out the terms of this Contract shall be executed and delivered by such parties at time sale is consummated.

TIME IS OF THE ESSENCE OF THIS CONTRACT.

This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

The following stipulations shall, if conflicting with printed matter, control:

SPECIAL STIPULATIONS

1. Real estate taxes on said property shall be prorated as of the date of closing.

2. This transaction shall be closed on or before October 30, 2022 or on such other date as may be agreed to by the parties in writing, provided, if there are valid title objections, Buyers or Sellers may, by notice to the other party (which notice must be received on or before the closing date), extend this Agreement's closing date up to seven (7) days from the above-stated closing date. Buyers agree to allow Sellers to retain possession of the Property until and through closing.

3. Seller shall pay State of Georgia property transfer tax.

4. Purchaser shall pay all closing costs.

5. Inspection. Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to thoroughly inspect, examine, test and survey the Property. This shall include the right to inspect and test for lead-based paint and lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date. The Buyer agrees to hold the Seller and all Brokers harmless from all claims, injuries and damages arising out of or related to the exercise of these rights.

6. PROPERTY SOLD "AS IS". All parties agree that the Property is being sold "as is" with all faults including, but not limited to lead-based paint and lead-based paint hazards and damage from termites and other wood destroying organisms. The Seller shall have no obligation to make repairs to the Property.

7. Purchase is contingent upon the property being rezoned from SR Suburban Residential to Light Industrial. Buyer shall have 60 days to get rezoning in place. Seller agrees to assist Buyer with rezoning efforts.

8. Both parties agree that said loan closing will take place at Dixon Law Group, P.C., 175 Corporate Center Drive, Stockbridge, Georgia, (678) 759-2211.

9. Purchaser shall take possession of said property on the day of closing.

This instrument shall be regarded as an offer by the Purchaser or Seller who first signs to the other and is open for acceptance by the other until_____ o'clock___.m., on the __ day of

City of Stockbridge

Planning and Zoning Office

Septic System Information for Zoning Requests

4640 North Henry Boulevard; Stockbridge, GA 30281 (770) 389-7900

This form must be completed and submitted to the Planning and Zoning Office with all zoning applications for properties that are not served by public sewer.

Name of Applicant: John R. Landers Jr. Phone: 770 235-7999 Mobile: 770 235 7999

Applicant Address: 690 Austin Road City, State: Elkenwood, GA Zip: 30294

Name of Agent: same as above Phone: 770 235 7999 Mobile: _____

Agent Address: _____ City, State: _____ Zip: _____

Request (Check one):

Rezoning (Current Zoning SR Requested Zoning HI) Conditional Use____ Variance _____ Zoning Modification _____

For the Purpose of _____

Property Address: 443 MLK Sr. Heritage Trail Nearest Intersection to property: _____

Size of Tract: _____ acres Land Lot:(s) 36 District(s): 12th

Property Tax Parcel Number(s): S27-02021000 Proposed Number of Lots: 1

Signature of Owner: _____ Printed Name of Owner: _____

Signature of Agent: _____ Printed Name of Agent: John R Landers Jr

Notary: Nineda Marnae Smith Sellers

NEEDA MARNAE SMITH SELLERS NOTARY PUBLIC HENRY COUNTY, GEORGIA My Commission Expires March 20, 2026

(To be Completed by Henry County Environmental Health)

Check all that apply

_____ There are suitable soils for the installation of a septic system on the subject property.

_____ There are **not** suitable soils for the installation of a septic system on the subject property.

_____ There is an existing septic system on the subject property.

_____ The existing septic system will support the proposed development and/or use.

_____ The existing septic system will **not** support the proposed development and/or use.

Comments: A level-3 soil report will need to be submitted to this office to determine suitability for development utilizing a Septic System. This office has no records of an existing Septic System on the Subject property.

Name of Person Completing: Todd A. Driver Title: Environmental Health County Manager

Signature: _____ Date: 8-30-22

E-mail Address: Todd.Driver@dph.ga.gov Phone Number: 470-661-0044

For questions, please contact the City of Stockbridge Planning and Zoning Office at (770) 389-7900

SITE ADDRESS: 443 M.L.K. SENIOR HERITAGE TRAIL, STOCKBRIDGE, GEORGIA 30281

BLOCK RESERVED FOR CLERK OF SUPERIOR COURT

FIELD WORK COMPLETED ON: 07/22/2022
PLAT COMPLETED ON: 07/25/2022

ALL OR A PORTION OF THIS SURVEY WAS PERFORMED BY GPS. 100% OF THIS SURVEY WAS PERFORMED BY GPS. TYPE OF GPS USED WAS REAL TIME KINEMATIC (RTK). THE GPS EQUIPMENT USED TO PERFORM THIS SURVEY IS MADE BY LEICA AND IS GPS UNITS GS18i OR GS18T AND ARE MULTI-FREQUENCY (GNSS) RECEIVERS. THE RELATIVE POSITION ACCURACY OF THIS SURVEY IS 0.05'.

LEGEND

A	= ARC LENGTH
B/L	= BUILDING SETBACK LINE
C/L	= CENTERLINE
CALC	= CALCULATED POINT
CHB	= CHORD BEARING
CHL	= CHORD LENGTH
D	= DELTA ANGLE
DB	= DEED BOOK
FES	= FLARED END SECTION
FH	= FIRE HYDRANT
IPF	= IRON PIN FOUND
IPP	= IRON PIN PLACED
L.L.L.	= APPARENT LAND LOT LINE
LL	= LAND LOT
N/F	= NOW OR FORMERLY
OHW	= OVERHEAD WIRE
OTP	= OPEN TOP PIPE
P/L	= PROPERTY LINE
PB	= PLAT BOOK
PG	= PAGE
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PP	= POWER POLE
R	= RADIUS
R/W	= RIGHT OF WAY
R/WM	= RIGHT OF WAY MONUMENT
RB	= REBAR
RCP	= REINFORCED CONCRETE PIPE
SQFT	= SQUARE FEET
WM	= WATER METER
WV	= WATER VALVE
WVLT	= WATER VAULT

REFERENCE MATERIALS INCLUDE:

DB 14696, PG 165
DB 78, PG 388
DB 60, PG 599
PB 16, PG 134
PB 10, PAGE 90
HENRY COUNTY RECORDS

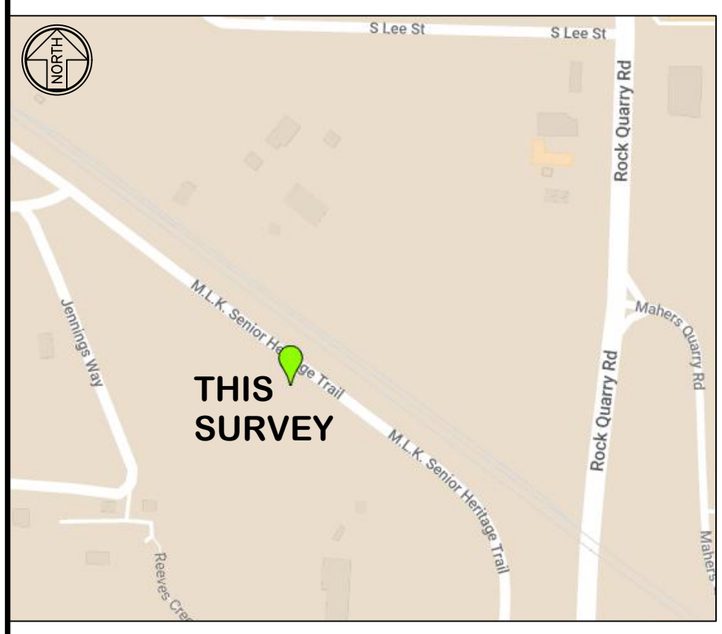
AND GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY OF PROPOSED ROCK QUARRY ROAD WIDENING PROJECT NO. 0015090

THIS SURVEY WAS PREPARED WITHOUT THE THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ALL EASEMENTS AND MATTERS OF RECORD MAY NOT BE SHOWN HEREON.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USES OF THAT NAME APPEARING IN THE TITLE BLOCK AND IS CERTIFIED TO NO OTHER PARTY.

ALL MONUMENTS FOUND AND/OR SET AS NOTED ON THE SURVEY. ALL CORNERS SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 268,168 FEET.



LOCATION MAP

NOT TO SCALE

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD AREA.
PANEL #13151C0086D
EFFECTIVE DATE: 10/06/2022

NOTE:
- PROPERTY IS LOCATED IN THE BIG COTTON INDIAN CREEK WATER SHED PROTECTION DISTRICT.
- PROPERTY IS NOT PART OF A SUBDIVISION.
- A PORTION OF THIS PROPERTY IS NOT LOCATED IN A WETLAND AREA.
- PROPERTY IS SERVED BY COUNTY WATER.
- THIS PROPERTY DOES NOT INCLUDE BODIES OF WATER ON THE PROPERTY.
- PROPERTY IS LOCATED ON A PAVED ASPHALT ROAD.

N/F
CITY OF STOCKBRIDGE
TAX ID: S28-02020000
DB 60, PG 599
ZONED: SR

N 53°16'36" W 350.00' TO IPF 1/2" RB

N 41°53'29" E 463.15' TO 1/2" REBAR FOUND

S 53°22'44" E 574.04' TO FOUND R/W MONUMENT

R/W OF RAILROAD

75.0'

75.0'

C/L OF RAILROAD

34.4'

IPF 1/2" RB

C/L

32.0'

34.5'

R/W OF RAILROAD

FH

OHW

IPF 1/2" RB

M.L.K. SENIOR HERITAGE TRAIL

VARIABLE R/W

ASPHALT PAVEMENT

IPF 3/4" OTP
S04°36'22"E 3.10'
FROM PROPERTY CORNER

CHAIN LINK FENCE

OHW

R/W

PP

760.05
INVERT

18" RCP

759.22
INVERT

GATE

S 53°55'00" E 223.33'

CHAIN LINK FENCE

29.9'

POINT OF REFERENCE COORDINATES:
N:1287773.852
E:2278648.382

N 38°54'14" E 1232.47'

TO A FOUND R/W MONUMENT LOCATED ON THE EASTERLY R/W OF ROCK QUARRY ROAD AND ITS INTERSECTION WITH THE NORTH LINE OF LAND LOT 36

POB
IPF 1/2" RB
N:1286814.744
E:2277874.376

50' B/L

757.81
INVERT

PP

FES

WV

0.9'

WVLT

WM

MHO

R/W

53.6'

FOUND R/WM
S52°22'16"E
236.89' TO FOUND
R/W MONUMENT

N 27°44'16" E 400.36'

10' B/L

GRAVEL AREA

N/F
BUTLER J MARK SR
TAX ID: S27-02021000
DB 14696, PG 165
CITY OF STOCKBRIDGE ZONING: SR

1.962 ACRES
85,453 SQFT

S 00°44'00" W 226.52'

10' B/L

CHAIN LINK FENCE

PP

40' B/L

IPF 1/2" RB

N 89°25'13" W 363.94'

1.8'

CHAIN LINK FENCE

PP

0.9'

1.0'

IPP

FH

WV

N/F
CITY OF STOCKBRIDGE
TAX ID: S28-01002000
DB 78, PG 388
ZONED: LI

N

GRID

SYMBOL LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = BUILDING OUTLINE
- = IRON PIN FOUND
- = IRON PIN PLACED (1/2" REBAR)
- = BOUNDARY POINT
- = IPF CONCRETE MONUMENT
- —OHW— = OVERHEAD WIRE

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JOHN PATRICK HARRIS, P.L.S. #2311

07/26/2022
DATE

GEORGIA PROFESSIONAL LAND SURVEYOR NO. 2311 JOHN PATRICK HARRIS

GEORGIA811 www.Georgia811.com
Contact 811 before you dig.

0' 30' 60' 90'

SCALE:1"=30'

JOB NO. 220263

SHEET 1 of 1

ORIGINAL PLAT DATE 07/26/2022	ORIGINAL FIELD DATE 07/22/2022
SCALE 1" = 30'	CREW KM
DRAWN BY SJL	FIELD BOOK FIELD SKETCH
CHECKED BY JPH	DRAWING NO. 220263-B

RETRACEMENT SURVEY

FOR JOHN LANDERS

IN LAND LOT 36, DISTRICT 12, HENRY COUNTY, GEORGIA

IRONSTONE SURVEYING
96 Ernest Biles Drive, Jackson, Georgia 30233
Phone 770-957-4614 / Email office@ironstonesurveying.com

No.	DESCRIPTION OF REVISION	DATE

THIS DRAWING IS THE PROPERTY OF IRONSTONE SURVEYING AND IS AN INSTRUMENT OF SERVICE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF SAME.

From: melissa collum <melissa.collum@hcwa.com>
Sent: Tuesday, August 30, 2022 1:23 PM
To: fritz jacques <fritz.jacques@hcwa.com>
Subject: Water Avail Request: S27-02021000

Fritz,

Good afternoon. Mr. John Landers contacted our office about the following property. He is purchasing the property and is having it rezoned from residential to Commercial. This property is in the City of Stockbridge. The City of Stockbridge told him that he needs a letter from HCWA. Can you assist Mr. Landers?

S27-02021000

John Landers

Phone: 770-235-7999

Thanks,

Melissa Collum | Administrative Assistant, Engineering

Henry County Water Authority

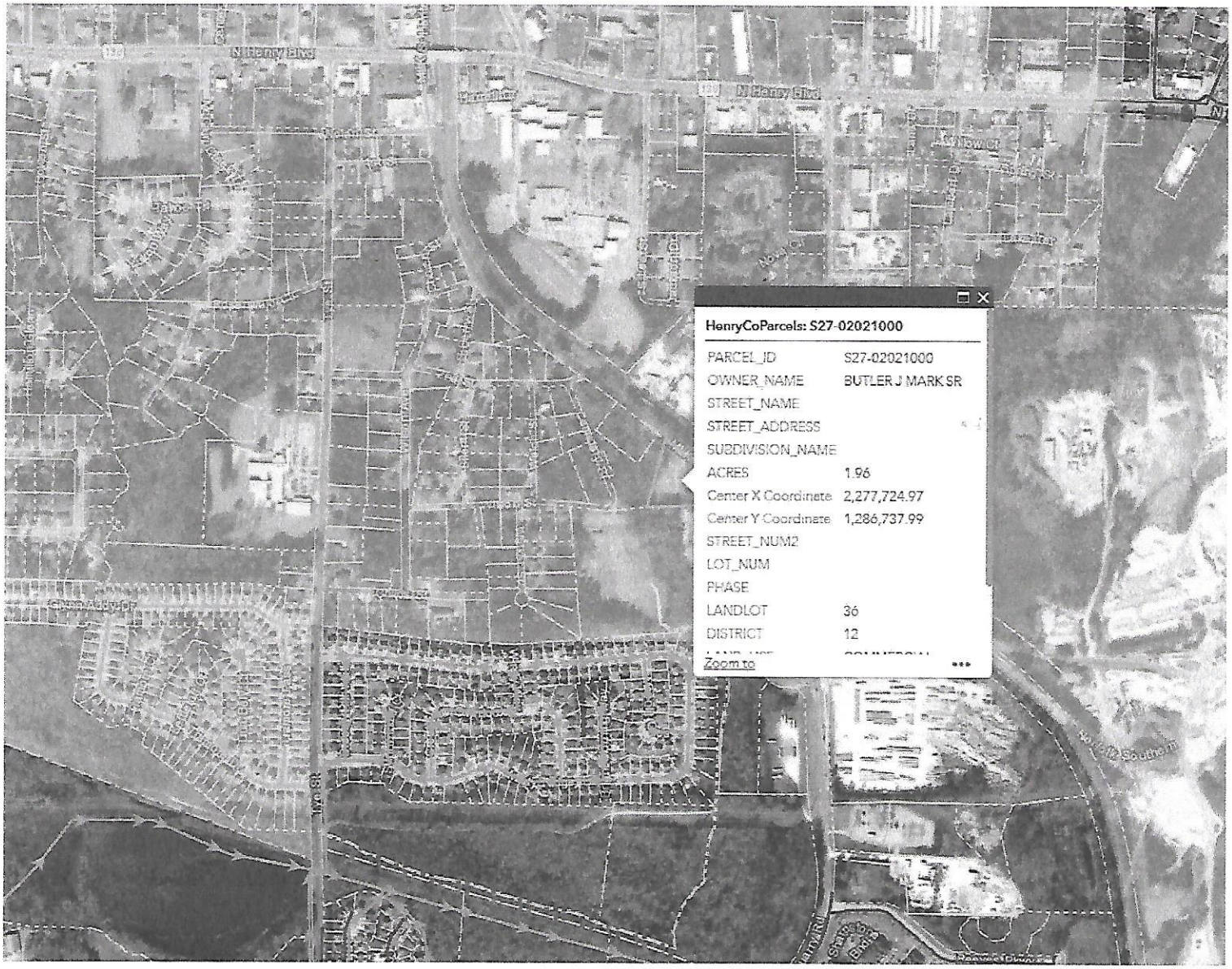
100 Westridge Industrial Blvd | McDonough, GA 30253

P: 678-583-3821

From: fritz.jacques@hcwa.com,
To: johnrlandersjr@aol.com,
Cc: melissa.collum@hcwa.com, permitting@cityofstockbridge-ga.gov,
Subject: RE: Water Avail Request: 443 MLK Sr. Heritage Trl. Parcel No. S27-02021000
Date: Thu, Sep 1, 2022 10:26 am
Attachments:

Mr. Landers,

The above referenced property is within an area designated as City of Stockbridge Service Area. As such, please contact the City of Stockbridge concerning Water & Sewer Availability information.

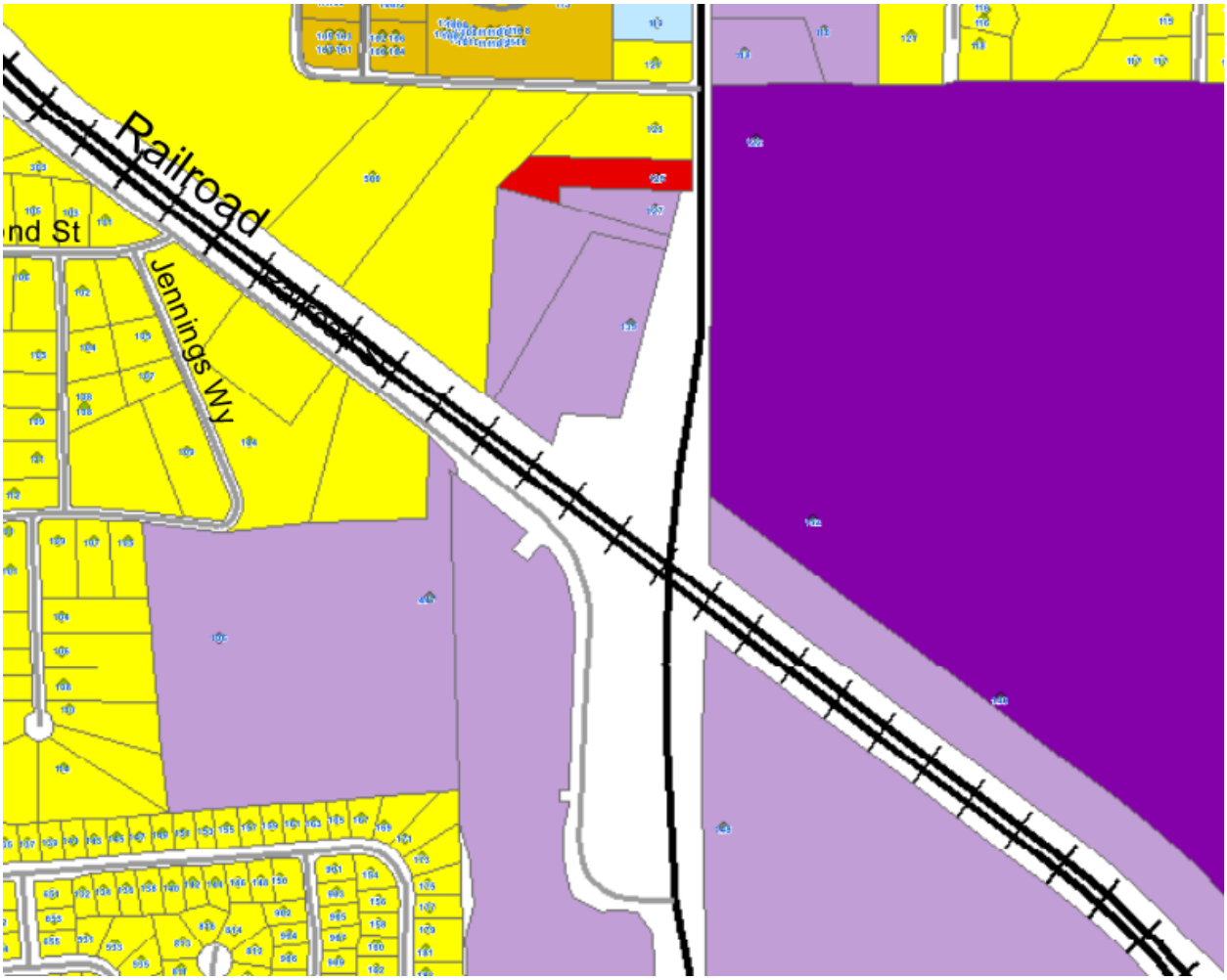


Regards,

Fritz Jacques
Engineering Coordinator
Henry County Water Authority

100 Westridge Industrial Blvd.
McDonough, GA 30253
678-583-3824
770-914-3359 Fax

ZONING MAP EXCERPT FOR 443 M.L.K. SR. HERITAGE TRAIL



CITY OF STOCKBRIDGE
NOTICE OF PUBLIC HEARING
PROPOSAL FOR THIS PROPERTY:
X REZONING ___VARIANCE ___ANNEXATION ___CONDITIONAL USE PERMIT
X COMPREHENSIVE PLAN AMENDMENT ___ZONING MODIFICATION ___OTHER
APPLICANT: John R Landers Jr. CASE NUMBER(S) CP-2022-05 RZ-2022-06
PROPERTY LOCATION: 443 MLK Senior Heritage Trail
PLANNING COMMISSION PUBLIC HEARING: October 27, 2022 AT 6:30 p.m.
CITY COUNCIL PUBLIC HEARING: November 14, 2022 AT 6:00 p.m.
PUBLIC HEARINGS WILL BE HELD AT STOCKBRIDGE CITY HALL, IN THE COUNCIL CHAMBER.
FOR FURTHER INFO, PLEASE CALL THE CITY OF STOCKBRIDGE AT 770-389-7900.
REMOVAL OR DEFACEMENT OF THIS SIGN IS PROHIBITED.

City of Stockbridge

AGENDA ITEM

MEETING DATE

November 14, 2022

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

FUNDING SOURCE

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

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Ryan Anderson, Chief Planner

DEPARTMENT: Community Development

ITEM/PROJECT/EVENT:

Zoning Modification Case #ZM-2022-01 for Parcel #S07-01006005 on Brush Creek Court. Proposal by Eaman Fatemi, Applicant and Member of Pivotal Enterprises, LLC (Owner as Applicant) to modify the previously-approved Rezoning Case #RZ-03-04 and its Development Agreement (along with two amendments) to allow for the proposed Brush Creek Commons townhome development with 41 units. The applicant requests various changes to the required amenities and site plan. The property contains 15.895 +/- acres and it is located in Land Lots 59 & 70 of District 12 within the Stockbridge City Limits.

BACKGROUND INFORMATION:

The applicant requests changes in the number, type, and locations of amenities that were required by RZ-03-04 and its development agreements. The last known approved site plan was from 2005. The applicant justifies the requested changes due to the presence of floodplains and wetlands on the property, plus anticipated high HOA maintenance costs and impractical amenity locations. The developer must still comply with the remaining Development Conditions of the approved rezoning and development agreements. The current UDC does not list required amenities for multifamily projects. The Staff recommends Approval with Conditions (four). The Planning Commission agreed, by a vote of 3-0-1, at its October 27, 2022 meeting.

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER ___N/A_____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes

STAFF REPORT

TO: Mayor and City Council
Planning Commission

FROM: Linda M. Logan, Senior Planner, Planning and Zoning Division

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 27, 2022

SUBJECT: Zoning Modification Case #ZM-2022-01 for Brush Creek Commons (Parcel #S07-01006005)

I. PURPOSE

Consider a request for a Zoning Modification to allow amenity and site plan changes to the approved Development Conditions from a previously approved rezoning and Development Agreement for the proposed "Brush Creek Commons" townhome development. The property was rezoned on July 14, 2003 via Case #RZ-03-04, from R-2 (Single-Family Residential) to RM-2 (Residential Multifamily--Townhomes). Along with the rezoning was an approved Development Agreement, followed by two amendments. Altogether, they included fourteen (14) Development Conditions. Subparagraph #N of the First Amendment listed the specific amenities which the developer was required to provide. The development was to contain a maximum of forty-one (41) townhome units. Although the developer installed a street, Brush Creek Court, to serve the development, no buildings have been constructed. A locked gate is present today at the site's entrance off North Henry Boulevard, which is flanked by a QuikTrip station and a Waffle House Restaurant. Brush Creek traverses the rear of the property through a floodplain, and the property has rear frontage on Shields Road.

The rezoning and development agreements were approved based on the original applicant's site plan, and now the current applicant requests changes in the number, type, and locations of the amenities, which are shown by his revised site plan. The property has 18.895 +/- acres, but 5.459 acres are designated as "restricted use" by the Henry County Tax Assessors due to the presence of floodplains and wetlands. The applicant cites this as being one of the reasons why some of the required amenities cannot be installed. Other reasons include anticipated high HOA maintenance costs and impractical locations.

If the requested zoning modification is granted, the developer would still be required to comply with the remaining zoning conditions of the approved rezoning and development agreements. The current UDC does not list required amenities for multifamily projects.

II. BACKGROUND DATA

Proposed Development	Development of 41 townhomes, with a requested modification in the number, type, and locations of amenities to be provided from the previously approved rezoning and development agreements.
Parcel Identification (no address)	S07-01006005 in Land Lots 59 & 71 of District 12.
Parcel Acreage	15.895 +/- acres, of which 5.459 acres are designated as "restricted use" due to floodplain.
Environmental Conditions	Property access exists via a 30-foot Access Easement off North Henry Boulevard to Brush Creek Court, across from Sheperd Drive. Floodplains and wetlands exist at the rear of the property.
Applicant	Eaman Fatemi, Member, as Applicant
Owner	Eaman Fatemi, Member, Pivotal Enterprises, LLC
Current City Zoning	MFR (Multiple Family Residential). Property is not located in the Parkway Mixed-Use Overlay District.
Surrounding Zoning	• North—MHR (Mobile Home Residential) and SR (Suburban Residential) districts. • South—C-2 (General Commercial), MFR (Multiple Family Residential), and SR (Suburban Residential) districts. • East—SR (Suburban Residential) district. • West—C-3 (Heavy Commercial) and C-2 (General Commercial) districts.
Future Land Use Designation	Medium-Density and Low-Density Residential.
Current Use	Existing Brush Creek Court was previously installed to serve the development, but no buildings have been constructed.
Surrounding Land Uses	• North—Two mobile home parks (Owned by Stockbridge MHC, LLC) and Meadow Ridge Subdivision. • South—Commercial uses (QuikTrip and Waffle House) and an apartment community. • East—Meadow Ridge Subdivision and individual single-family residences. • West—Commercial uses.

III. MAPS AND ILLUSTRATIONS TO FOLLOW:

A. Aerial Photograph

B. Boundary Survey

C. Zoning Map

A. AERIAL PHOTOGRAPH
Parcel #S07-01006005

Frontages on Brush Creek Court and Shields Road
Accessed from North Henry Boulevard

LEGEND

Flood Map

X - 500 Year Flood

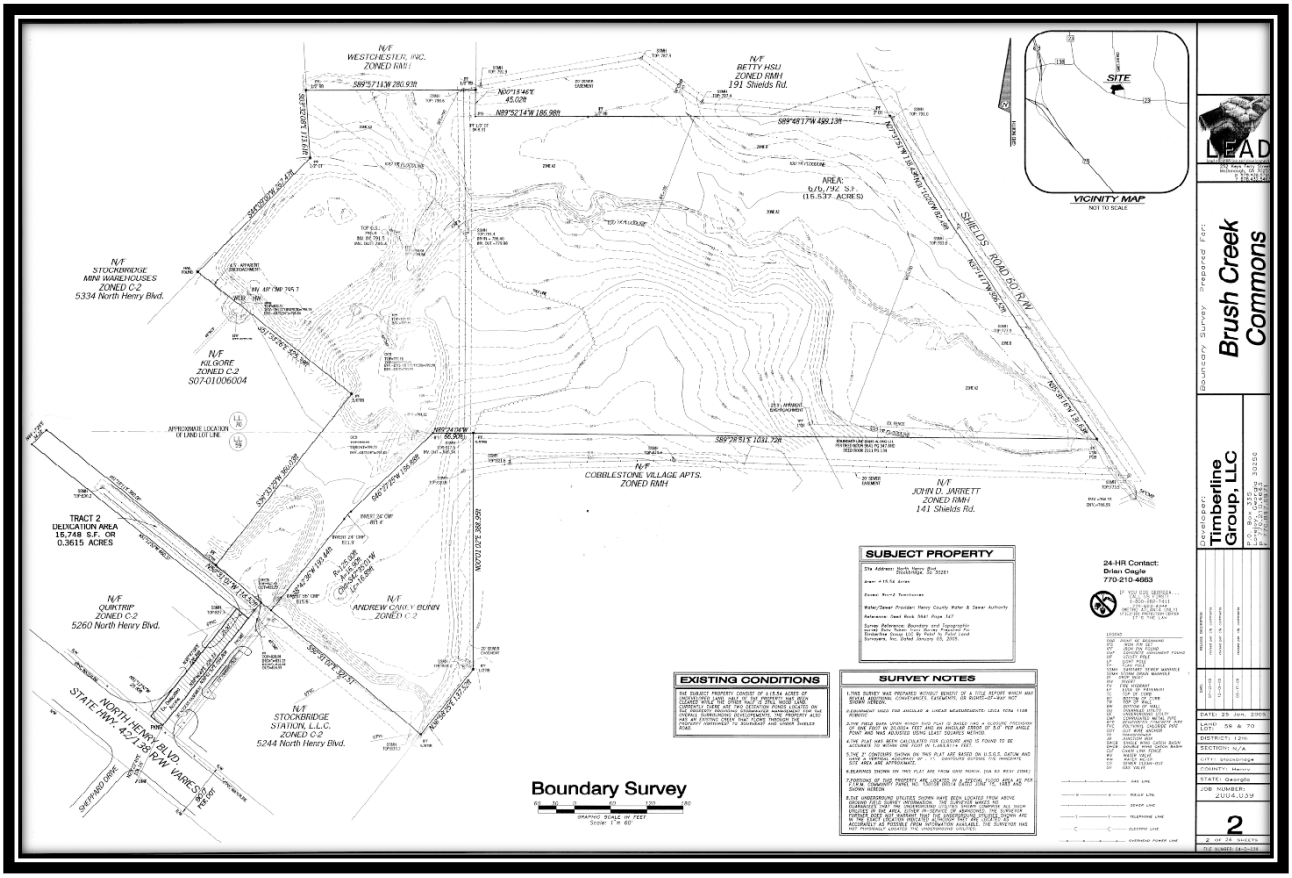
0.2 - Areas of 0.2% annual chance flood

A - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined.

AE -100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood Elevations (BFE).

AO - Areas subject to inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet

B. BOUNDARY SURVEY



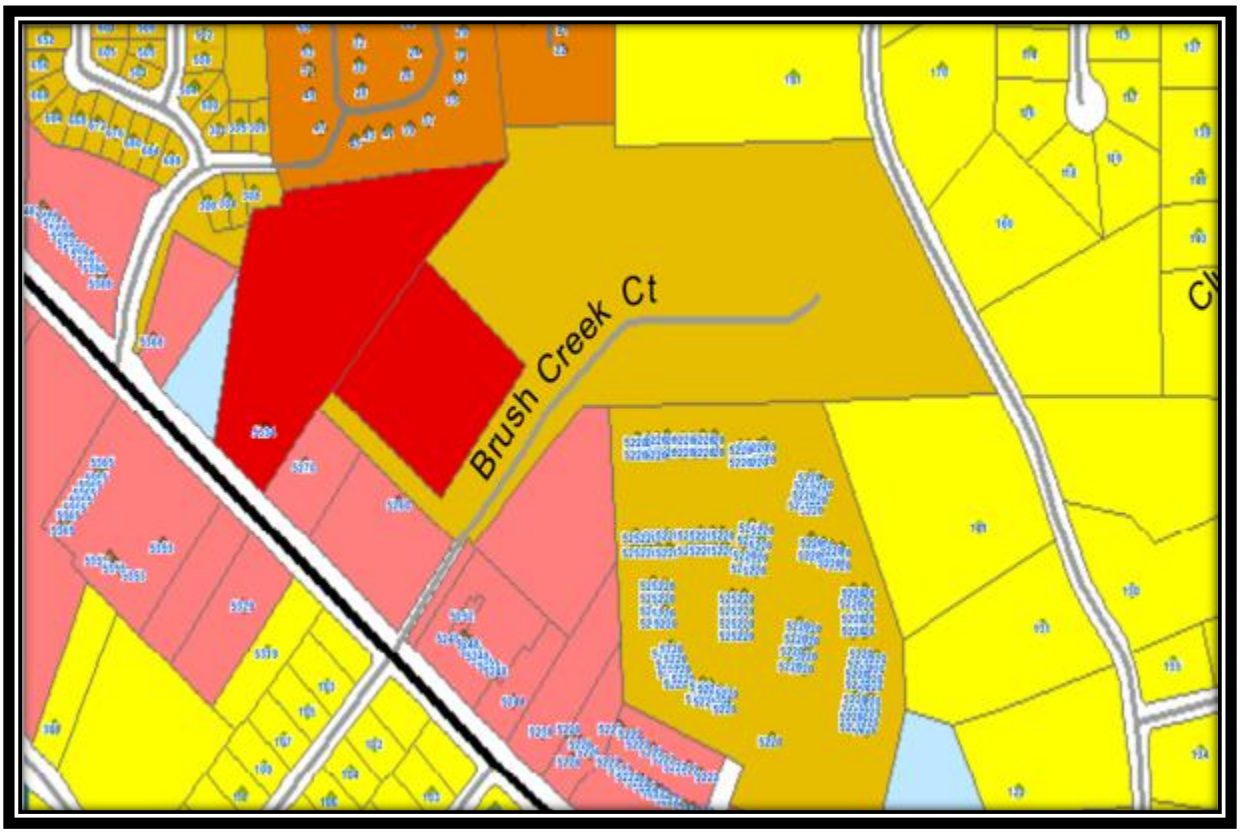
IV. ZONING AND DEVELOPMENT HISTORY

A. Overview. The subject property was rezoned in 2003 from R-2 (Single-Family Residential) to RM-2 (Residential Multifamily for Townhomes) with twelve (12) conditions (none for amenities) by the Stockbridge City Council, and a Development Agreement was adopted soon thereafter. In 2004, an amendment to the Development Agreement was adopted, and the Second Amendment was adopted in 2007. Each amendment included multiple conditions of approval, as are identified in the paragraphs below. In particular, the First Amendment included a list of required amenities under Subparagraph 'N', based on an adopted schematic site plan dated October 7, 2004, which was included with the Second Amendment.

Following the adoption of the Second Amendment, a set of "Site Development Plans for Brush Creek Commons", dated January 25, 2005, was prepared and stamped for approval by the former zoning and community development director for Henry County on April 18, 2006. At that time, Henry County was providing zoning and plan review services to the City of Stockbridge because the City did not have its own staff to perform those services. Included within the plans was a detailed "Preliminary Plat", which showed 41 proposed townhomes and various amenities. Additional site plans were later prepared. Although letters from the City indicated the approval of a February 22, 2008 site plan, to date, that site plan has not been located.

C. ZONING MAP

Legend:
Gold (subject property)—MFR (Multiple Family Residential District)
Red—C-3 (Heavy Commercial District)
Orange—MHR (Mobile Home Residential District)
Medium Pink—C-2 (General Commercial District)
Yellow—SR (Suburban Residential) District)



Letters from the City of Stockbridge in 2007 and 2008 to the Henry County Building and Plan Review Department indicated the City's approval of updated site plans. In particular, a letter from the City of Stockbridge dated March 10, 2008 acknowledges the City's approval of Site Development Plans dated February 22, 2008, which showed various changes to the amenities, landscaping, and detention pond. In addition, those plans may have been the basis for the issuance of a land disturbance permit (LDP) for the installation of Brush Creek Court, which exists today. However, to date, those plans have not been located.

B. Rezoning Case #RZ-03-04—A rezoning application was filed with Henry County Planning and Zoning by Royce Grant on behalf of the original developer of the subject property, Timberline Group, LLC, who wanted to build 75 townhomes on the property. The applicant requested to rezone 15.96 +/- acres from 'R-2' (Single-Family Residential) and 'C-2' (General Commercial) to 'RM-2' (Residential-Multifamily). The two lots which were zoned 'C-2' were later left out of the rezoning request, and the number of units to be built was reduced to 48. The

developer agreed to provide the amenities which were required by the RM-2 district; to provide paved alleyways; and to provide a 200-foot-wide buffer along Shields Road. The Henry County Planning Commission subsequently recommended the approval of RZ-03-04, with eleven (11) conditions.

Then the Stockbridge City Council approved the rezoning via Rezoning Ordinance #03-152 on July 14, 2003 with twelve (12) conditions which comprised Exhibit "C." None of them pertained to the provision of amenities.

V. MAPS AND ILLUSTRATIONS TO FOLLOW:

D. List of Approved Zoning Conditions per Exhibit "C" from Rezoning Ordinance No. 03-152 (July 14, 2003) for Rezoning Case #RZ-03-04 (originated from Henry County).

D. LIST OF APPROVED ZONING CONDITIONS PER EXHIBIT "C" FROM REZONING ORDINANCE NO. 13-152 (JULY 14, 2003) FOR REZONING CASE #RZ-03-04 (ORIGINATED FROM HENRY COUNTY)

A. Revise site plan to adhere to all City of Stockbridge RM-2 Ordinance requirements. (Note that approval of this rezoning is not an approval of the site plan submitted to the Henry County Planning and Zoning Department.)

B. Maximum building height shall be shown on the site plan.

C. All townhouses shall have a mixture of front facade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of

D. Developer shall submit elevations of the building to be approved by the Planning and Zoning Department. (Note that approval of this rezoning is not an approval of the site plan submitted to the City Council.)

E. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.

F. Each unit shall have different brick, stucco and masonry theme from the other attached units. No vinyl siding will be allowed.

G. Developer shall install street trees along all streets to be placed between the sidewalk and the front property lines, have a minimum two and one-half inch (2.5") caliber (d.b.h), shall have a minimum twenty-four foot (24 sq. ft.) planting area and shall be spaced an average of forty-five

feet (45') apart. Consisting of ginko (non-fruit bearing), Japanese zekova and/or oak family type.

H. Developer shall install street trees along all streets to be placed between the sidewalk and the front property lines, have a minimum two and one-half inch (2.5") caliber (d.b.h), shall have a minimum twenty-four foot (24 sq. ft.) planting area and shall be spaced an average of forty-five feet (45') apart. Consisting of ginko (non-fruit bearing), Japanese zekova and/or oak family type.

I. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.

J. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

K. Any flood plain alteration be supported by a certified engineer at the plan review stage.

L. The Applicant shall submit, to the City Clerk and City Attorney, an updated legal description and plat, certified by an engineer or surveyor licensed in the State of Georgia, of the Property.

M. This rezoning is subject to the property owner's and developers execution of a Development Agreement which will embody these conditions.

C. Original Development Agreement—This was approved by the Stockbridge City Council on July 21, 2003. It listed thirteen (13) "Development Conditions", but none of them pertained to amenities. The first ten conditions were the same as the zoning conditions that were listed in Rezoning Ordinance #03-152. In particular, Development Condition #1a reiterates that the site plan which was submitted to Henry County Planning and Zoning was not approved by the rezoning, but rather that the developer would need to revise the site plan. Three more development conditions were added, which specified the following:

- That no entrance or exit would be constructed on Shields Road.
- That a 200-foot buffer would be maintained between the proposed development and Shields Road
- That the rezoning would not apply to adjacent properties which were zoned for commercial use.

D. First Amendment to the Development Agreement – This was approved by the Stockbridge City Council on December 13, 2004. Article V amended the Original Development Agreement by adding a list of required amenities. It also stated as follows: "Owner shall be bound by the amenity representations made in its October 7, 2004 proposed site plan attached hereto as Exhibit "A", submitted to the City Council and on file with the City Clerk."

The approved changes to the First Amendment included the following:

- Limited the number of townhome units to forty-one (41) from the previous forty-eight (48) units due to the presence of floodplains and wetlands on the property.
- Specified that all building facades must consist of brick.
- Prohibited any road entrance or exit to the site off Shields Road.
- Not allowing the developer to apply for any variances to the 200-foot-wide buffer along Shields Road.
- Added "Subparagraph N" as the fourteenth (14th) condition, which had a list of eleven (11) requirements for amenities to be provided within the proposed development, as follows:

  1. A 1,300-square foot clubhouse with a full kitchen and a fireplace.
  2. Two age-specific playgrounds—a fenced "tot lot" adjacent to the clubhouse and another playground for older children nearby.
  3. A covered pavilion with a fireplace.
  4. A volleyball court.
  5. A sodded sports area.
  6. A putting green.
  7. A lighted, enclosed tennis court with two basketball goals.
  8. Walking trails of at least 1,400 feet in length and three feet wide.
  9. A bird sanctuary with bird feeders, bird houses, and benches.
  10. A gazebo at the project entrance to serve as a school bus waiting area.
  11. Compliance with a proposed site plan by the developer, Timberline Group, LLC, dated October 7, 2004, per Exhibit 'A'. Although a copy of the site plan was not included in the document for the first amendment, Staff has located a separate four-page document with a cover sheet dated October 7, 2004, followed by three pages comprising "Exhibit I" which was later referenced and included with the Second Amendment to the Development Agreement. Exhibit I presented a schematic site plan for "Brush Creek Park" (the site's amenity area) and a list of amenities comprising the "Brush Creek Commons Amenity Package." It also included townhome renderings and a floor plan.
- Increased the number of allowable units per building from five to six.
- Reduced the required distance between buildings from 40 feet to 20 feet.
- Allowed buffer reductions from 30 feet to 10 feet near the entrance of the property.
- Allowed individual residential garbage pickup.

E. Second Amendment to the Development Agreement—This was approved by Stockbridge City Council on August 13, 2007. It required the compliance by the developer, Timberline Group, LLC, with the three pages comprising Exhibit I, which included a schematic site plan (not a detailed scaled drawing) named "Brush Creek Park", an "Amenity Package" with a list of required amenities, a floor plan for a six-unit townhome building, and townhome renderings. Specifications were made on the floor plan for architectural design, including "offsets" for bays and porches (to meeting zoning conditions) and a 10-foot front yard setback variance "to achieve necessary Living and Dining Space." An enlarged townhome rendering provided "Elevations Information" and specified the use of brick, stone, hardi-siding, and hardi-shake as exterior construction materials.

The approved changes within the Second Amendment included the following:

- Reduced the required front setbacks for buildings to 10 feet (identified as a variance).
- Eliminated the required provision of tennis courts.
- Required the provision of a soccer field in the original location of the tennis courts, and it specified the enlargement of a second playground.
- Required types of playground facilities.
- Required floorplans and elevations, which were shown on the first two pages of Exhibit I.
- Required the developer's compliance with the specifications of amenity types and locations, which were listed as "Brush Creek Amenity Package" and shown on a schematic site plan entitled "Brush Creek Park", comprising Page 3 of Exhibit I. The specifications of the Brush Creek Amenity Package included the following amenities:

  ~ A gazebo at the project entrance, which would serve as a waiting area for school bus pickup.
  ~ A Sodded Sports Area adjacent to the gazebo.
  ~ A 1,300-square-foot Clubhouse will a full kitchen and fitness equipment.
  ~ A Fenced Tot Lot for ages 2-5 located adjacent to the Clubhouse.
  ~ Brush Creek Park, to include the following amenities:
  1. Covered Pavilion with a Picnic Area and Fireplace.
  2. Regulation 60' X 30' Beach Volleyball Court
  3. Regulation 60' X 90' 3-on-3 Soccer Field with Goals.
  4. Putting Green with multiple holes and sand trap.
  5. Upgraded and enlarged, commercial quality Playground to include:
     - 2-Bay, 4-Station Swing Set with Buckets and Belts.
     - Climbing Station: "Monkey Bars", Ring Climbers, Chin-up Bar, and Balance Beam.
     - Free-Standing Wave Slide with 5' Deck.
     - 2 Commercial Quality Park Benches.
  6. Over 1,400 feet of Walking Trail.
  7. Bird Sanctuary with Feeders, Houses, and Benches for observation.

VI. MAPS AND ILLUSTRATIONS TO FOLLOW:

E. Approved Plat from Site Development Plans Dated January 25, 2005

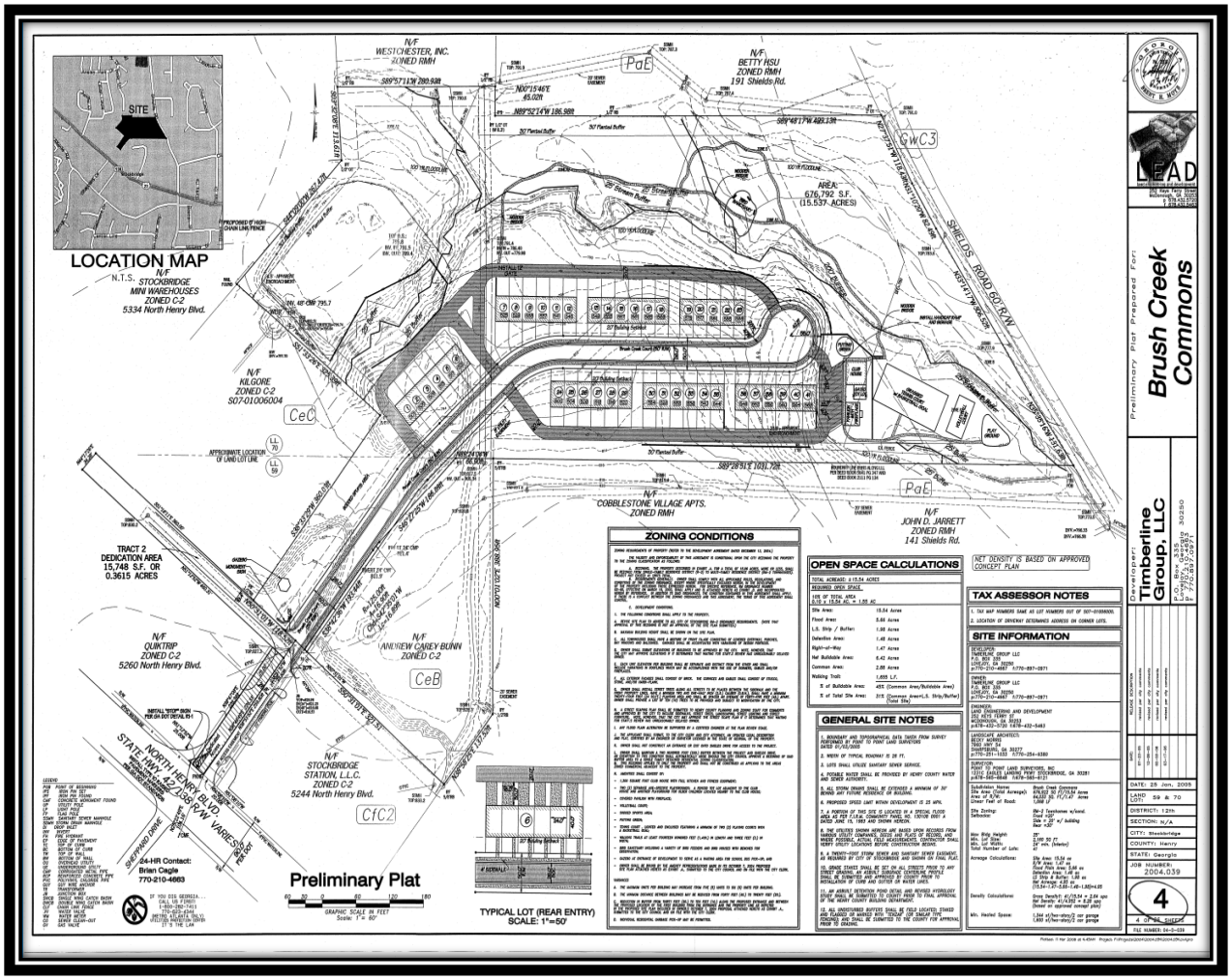
F. Enlargement of Amenity Area from 2005 Approved Plat

G. Brush Creek Park and Amenity Package from Second Amendment to the Development Agreement (August 13, 2007)

E. APPROVED PLAT FROM SITE DEVELOPMENT PLANS DATED JANUARY 25, 2005

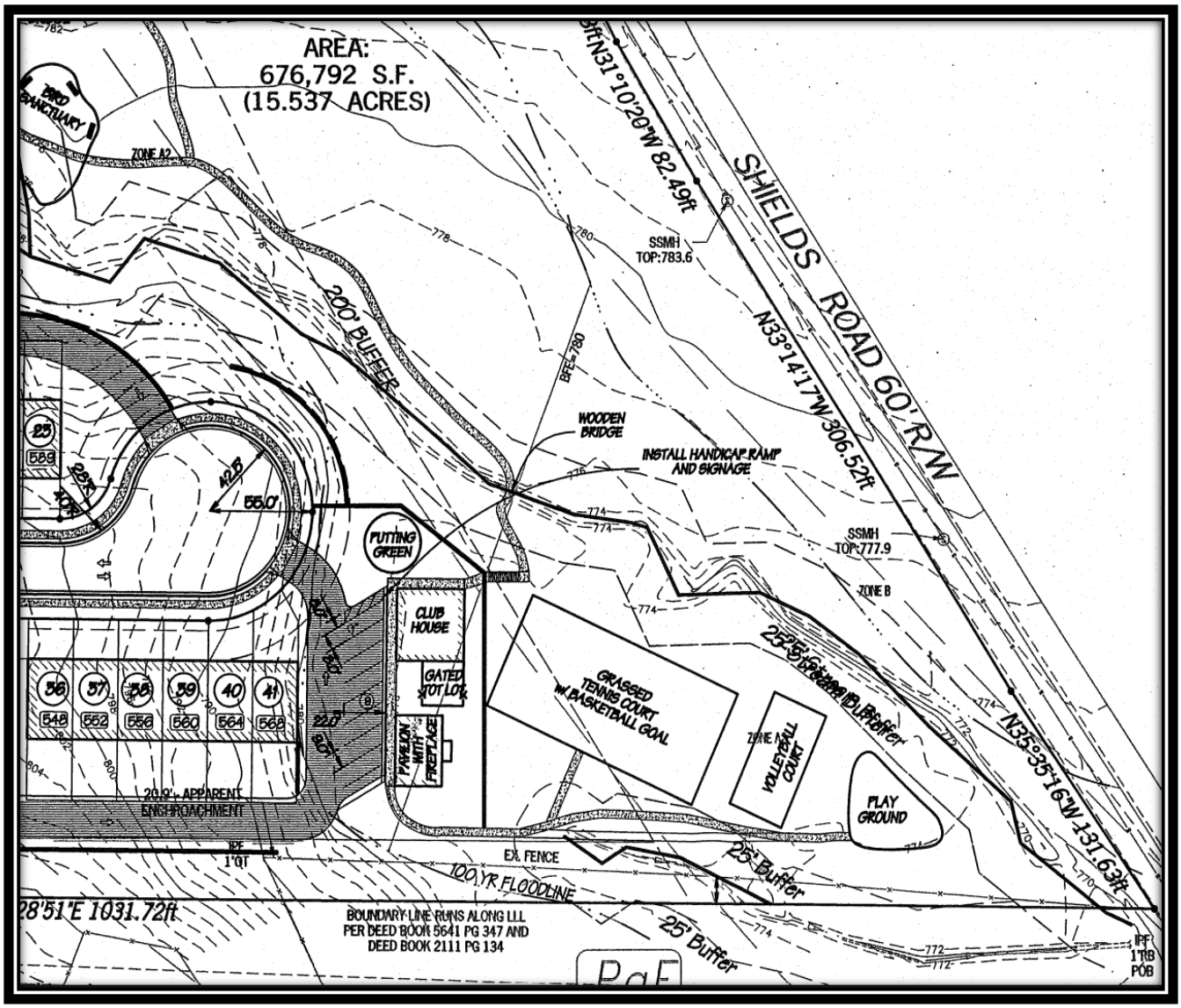
Site Development Plans were prepared by Land Engineering and Development (LEAD) for Timberline Group, LLC on the basis of the Amended Development Agreement for the Rezoning, and they were stamped for approval by Henry County Building and Plan Review Department on behalf of the City of Stockbridge.

(Note: Site Plan from the RZ-03-04 rezoning was NOT approved.)

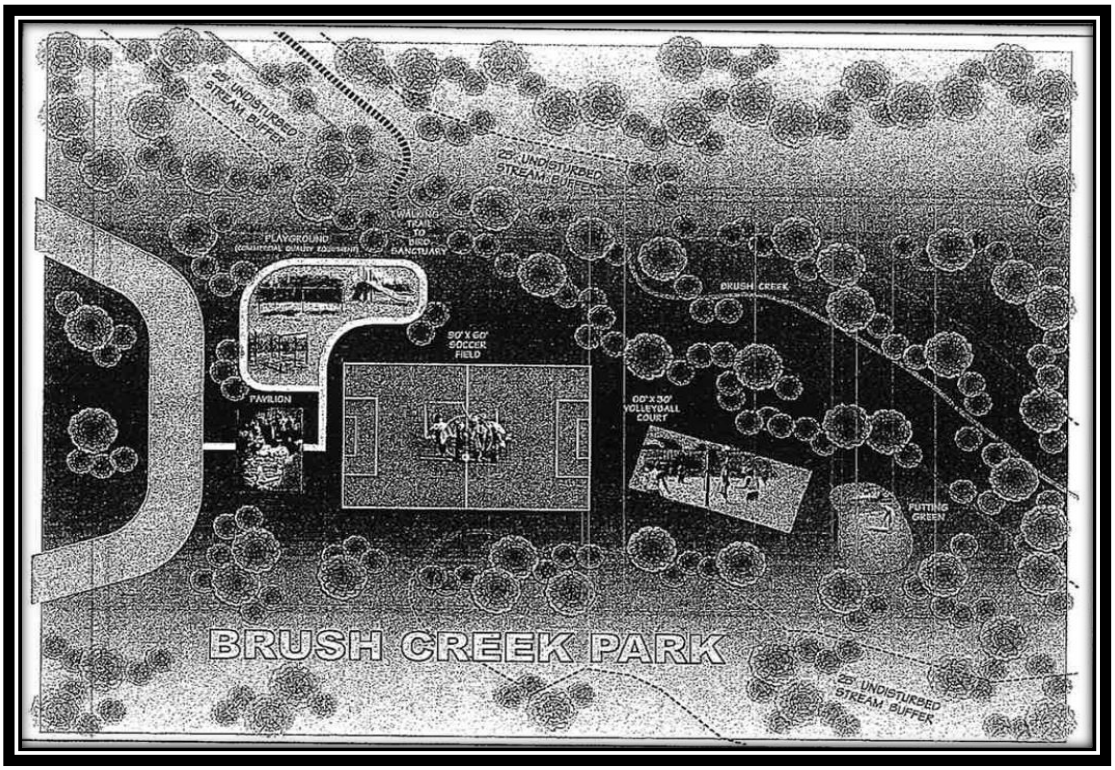


F. ENLARGEMENT OF AMENITY AREA FROM APPROVED 2005 PLAT

(NOTE: Site Plan from the RZ-03-04 rezoning was NOT approved.)



G. BRUSH CREEK PARK AND AMENITY PACKAGE FROM THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT



Brush Creek Commons Amenity Package

- Gazebo at entrance of development to serve as a waiting area for school bus pickup
- Sodded Sports Area adjacent to Gazebo
- 1300 Square Foot Clubhouse with Full Kitchen and Fitness Equipment
- Fenced Tot Lot (Ages: 2 – 5) located adjacent to Clubhouse
- Brush Creek Park
  1. Covered Pavilion with Picnic Area and Fireplace
  2. Regulation 60' X 30' Beach Volleyball Court
  3. Regulation 60' X 90' 3 on 3 Soccer Field with Goals
  4. Putting Green with multiple holes and sand trap
  5. Upgraded and Enlarged, commercial quality playground:
     2 Bay, 4 Station Swing Set with Buckets and Belts
     Climbing Station: "Monkey Bars", Ring Climbers, Chin-up Bar, and Balance Beam
     Free Standing Wave Slide with 5' Deck
     2 Commercial Quality Park Benches
  7. Over 1400 Ft. of Walking Trail
  8. Bird Sanctuary with Feeders, Houses, and Benches for observation

VII. PROPOSED DEVELOPMENT

A. Tentative Site Plan. The applicant seeks to complete the previously-approved townhome development by modifying the number, type, and locations of the amenities to be included. He has submitted a proposed rendering and tentative site plan which has been prepared by using the January 25, 2005 plat (prepared by Land Engineering and Development, LLC (LEAD), which was previously approved by Henry County on behalf of the City of Stockbridge. It shows the applicant's proposed amenity changes in red.

VIII. MAPS AND ILLUSTRATIONS TO FOLLOW:

H. Proposed Rendering for ZM-2022-01

I. List of Applicant's Requested Amenity Changes for ZM-2022-01

J. Table 1—Summary of Proposed Amenity Changes

K. Tentative Site Plan Proposal for ZM-2022-01: Full Site

L. Tentative Site Plan Proposal for ZM-2022-01: Enlargement

H. PROPOSED RENDERING FOR ZM-2022-01

I. LIST OF APPLICANT'S REQUESTED AMENITY CHANGES FOR ZM-2022-01:

1. <u>Keep the following:</u>

- Clubhouse.
- Pavilion.
- Gazebo.
- Monument sign.

2. <u>Remove the following:</u>

- Soccer field.
- Volleyball court.
- Walking trail.
- Parking spaces (extras to serve the amenities to be removed).
- Three (3) wooden bridges over Brush Creek.

3. <u>Change the following:</u>

- Reduce the number of playgrounds from two to one by having a combined playground rather than a separate "tot lot" and playground for older children.
- Move the putting green to a new location near the playground.
- Move the bird sanctuary to the opposite side of the creek to improve access.

4. <u>Provide the following:</u>

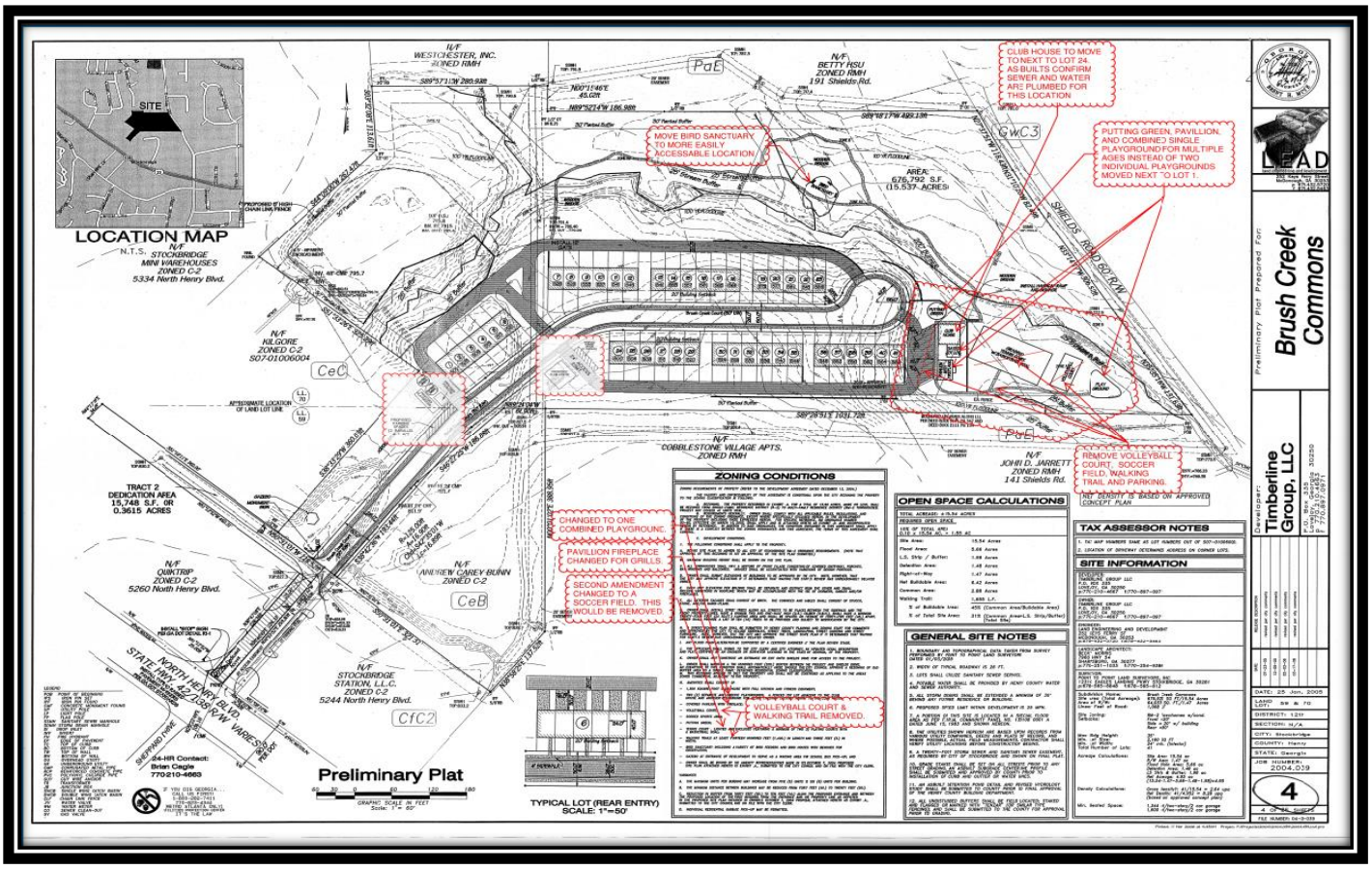
- Provide a gym and workout space inside the clubhouse.
- Provide grills and benches next to the clubhouse.
- Extend the sidewalk to interconnects to neighborhood developed commercial spaces.
- Provide a sidewalk stubout for future interconnectivity to neighboring lots.

J. TABLE 1 -- SUMMARY OF PROPOSED AMENITY CHANGES

AMENITY OR FACILITY	PROPOSED CHANGE FOR ZM-2022-01
Soccer Field	To be removed.
Volleyball Court	To be removed.
Walking Trail	To be removed.
Parking Spaces Near Removed Amenities	To be removed.
Sodded Sports Area	To be removed.
Wooden Bridges Over Creek	To be removed.
Playground for Toddlers	To be replaced by a single combined playground.
Playground for Adolescents	To be replaced by a single combined playground.
Putting Green	To be relocated near the playground.
Bird Sanctuary	To be relocated on the opposite side of the creek for better access.
Grills and Benches Next to Pavilion	To be added.
Gym with Workout Space	To be added inside the Clubhouse.

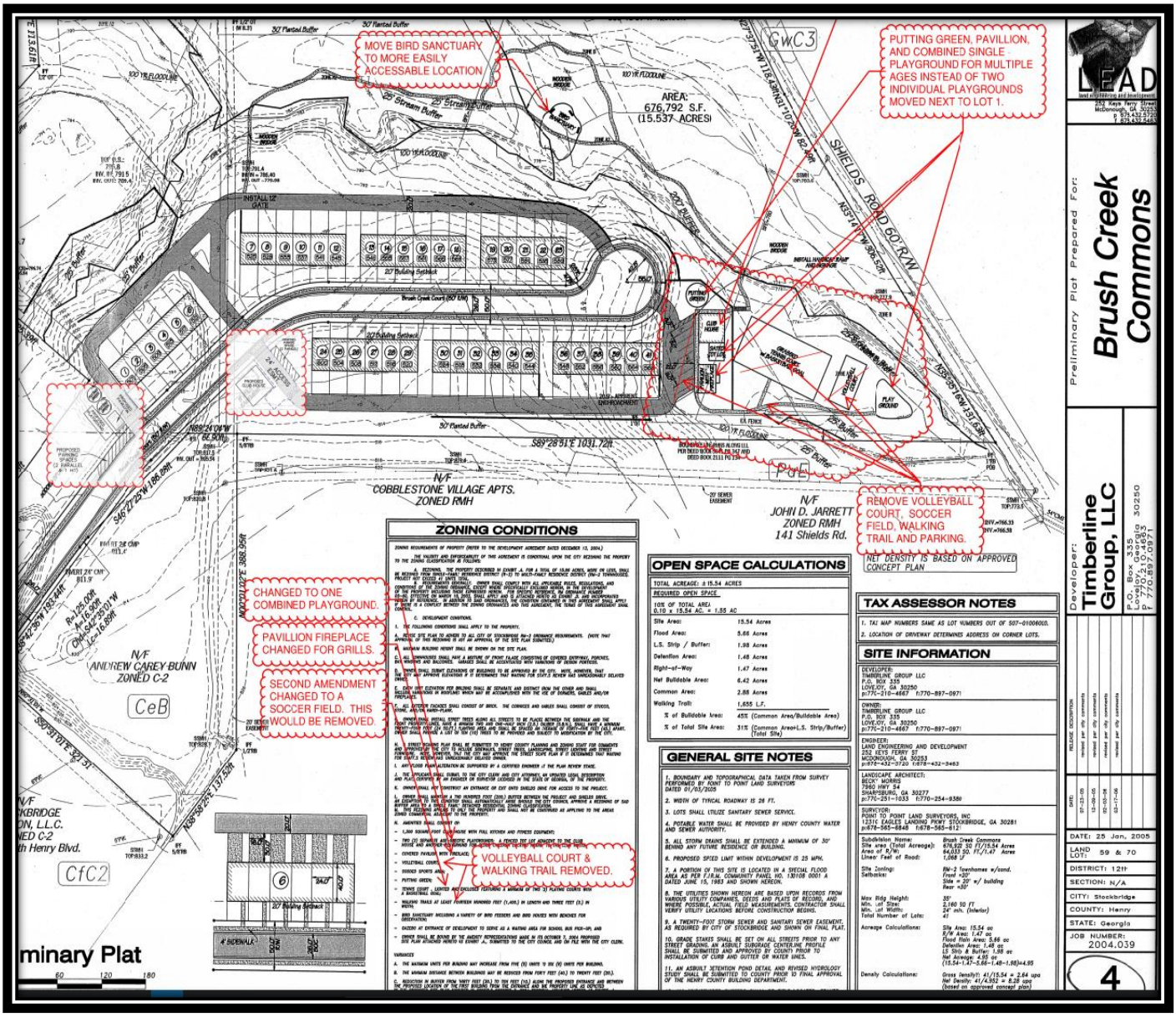
K. SITE PLAN PROPOSAL FOR ZM-2022-01:

FULL SITE



L. SITE PLAN PROPOSAL FOR ZM-2022-01:

ENLARGEMENT



B. Letter of Intent. The applicant's Letter of Intent cites three reasons why all of the required amenities cannot be constructed in the manner which was previously designated:

1. Costs--Certain high-maintenance amenities would be too costly for an HOA serving only 41 units, resulting in high fees to the townhome unit owners.
2. Environmental Conditions--The property's various physical attributes make the installation of certain amenities impossible or undesirable.
3. Locations--The designated locations of certain required amenities would be impractical.

In particular, the applicant identifies the following problems with three of the required amenities:

- Soccer Field and Volleyball Court—Designated for a ditch location, surrounded by hills and tall trees, which would cut off sunlight, be subject to flooding. The grass on the soccer field would not grow properly and the volleyball court would be filled with debris.
- Walking Trail with Three Bridges—Designated for a heavily-forested floodplain location, where the ground is often soggy and snakes may be present.

The applicant also proposes to install only one playground instead of the required two (one for toddlers and one for adolescents), and to move the bird-watching station to a more accessible location.

IX. ANALYSIS OF REQUEST

The last known City Council approval to take place for the subject property occurred on August 13, 2007 with the adoption of the Second Amendment to the Development Agreement, and no development has occurred on the property since then, other than the installation of an internal street, Brush Creek Court. The previous developer, Timberline Group, LLC, encountered various environmental problems on the property and had several different site plans prepared, including the February 22, 2008 site plan that was approved by Henry County (on behalf of the City), but later apparently abandoned the project. Now, the current applicant has requested the granting of a Major Zoning Modification to the previously approved rezoning and development agreements for the proposed Brush Creek Commons townhome development. Specifically, he is requesting the elimination or alteration of several of the required amenities (plus some other changes). He has cited three reasons for doing so, as are listed below. The Planning and Zoning Staff have analyzed the applicant's request on the basis of the reasonableness of the cited reasons, their suitability for the proposed development, and their effects on surrounding properties.

1. Costs--Certain high-maintenance amenities would be too costly for an HOA serving only 41 units, resulting in high fees to the townhome unit owners.
2. Environmental Conditions--The property's various physical attributes make the installation of certain amenities impossible or undesirable.

3. Locations--The designated locations of certain required amenities would be impractical.

A. Reasonableness of Applicant's Request. The number of amenities that were required by the City's previous Zoning Code for this relatively small development may be high, especially since the City's current Unified Development Code does not have any specific requirement in the number of amenities to be provided within multifamily developments. Further, the reduction in the number of units from 48 to 41 (approved by the First Amendment to the Development Agreement) results in a smaller number of homeowners who will need to bear the HOA costs for maintaining all of the amenities to be installed in the development. Therefore, the requested amenity changes regarding costs are reasonable.

The subject property contains various floodplains and wetlands which comprise 5.459 acres of "restricted use", according to the Henry County Tax Assessors. Because of the this, the applicant has found that the provision of certain required amenities, including the soccer field, volleyball court, and sodded sports area, to be impossible, difficult, or impractical, resulting in flooding, blockage of sunlight in forested aeras, and the inability of grass to grow on the soccer field. These are physical limitations of the site, and they are reasonable hindrances to these amenities. The elimination of some parking spaces to serve these facilities is also reasonable.

The applicant has also made minor changes in the locations of some of the required amenities to improve their accessibility, functionability, and desirability for the homeowners of the development. These changes seem reasonable.

B. Suitability for the Proposed Development. The granting of the applicant's requested changes in the number and type of amenities to be provided, as are shown by the submitted Conceptual Site Plan, would benefit the homeowners of the proposed development by enabling them to have reduced HOA fees due to the anticipated reduction in maintenance costs. Although there would be fewer amenities, the applicant still proposes to provide a significant number of them to create an attractive development. While there would be only one playground rather the required two playgrounds, the developer would install playground facilities for both toddlers and older children in that playground. Further, the relocation of some of the amenities on the site to more practical locations should promote their greater attractiveness and usability of to the homeowners.

C. Effects on Surrounding Properties and Infrastructure. Since the proposed changes to the amenities and site plan would not involve any alterations to the proposed townhomes, site access, utilities, or buffering, no adverse effects on surrounding properties are anticipated.

X. MAPS AND ILLUSTRATIONS TO FOLLOW:

M. Table 2--Comparison of Amenities: Required Versus Proposed

N. Table 3—Analysis of Requested Amenity and Site Plan Changes

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M. TABLE 2: COMPARISON OF AMENITIES: REQUIRED VERSUS PROPOSED

#	REQUIRED AMENITIES	PROPOSED AMENITIES	COMPARISON	REQUESTED VIA ZM-2022-01?
1	1,300 SF Clubhouse, Fully Furnished, with Exercise Equipment	1,300 SF Clubhouse, Partially Furnished, with Exercise Equipment	Proposed clubhouse would have fewer furnishings.	Yes.
2	Covered Pavilion with a Fireplace	Covered pavilion (15' X 20') with no fireplace	Fireplace would be eliminated.	Yes.
3	Gazebo for Bus Stop	Gazebo for Bus Stop	Same.	No.
4	Sodded Sports Area	Sodded Sports Area	To be eliminated.	No.
5	Putting Green	Putting Green	Same.	No.
6	Bird-Watching Station	Bird-Watching Station, moved to a more accessible location	Same, but in a different location.	Yes.
7	Playground for Toddlers	None.	To be replaced by a single playground.	Yes.
8	Playground for Adolescents	None.	To be replaced by a single playground.	Yes.
9	Tennis Court with Basketball Goals	None.	Eliminated, but approved by Second Amendment to Dev. Agreement.	No.
10	Soccer Field	None.	To be eliminated.*	Yes.
11	Volleyball Court	None.	To be eliminated.*	Yes.
12	1,400 LF Walking Trails with Three Bridges Over Creek	None.	To be eliminated.*	Yes.
13	N/A	Grills Next to Pavilion	To be added.	No.

*** Applicant has provided reasons for these eliminations in his Letter of Intent.**

N. TABLE 3—ANALYSIS OF REQUESTED AMENITY AND SITE PLAN CHANGES

AMENITY OR FACILITY	PROPOSED CHANGE VIA ZM-2022-01	ACCEPTABILITY / COMMENT
Soccer Field	To be removed.	Acceptable due to presence of floodplain.
Volleyball Court	To be removed.	Acceptable due to presence of floodplain.
Walking Trail and Bridges over Creek	To be removed.	Suggest the provision of a short path from the Clubhouse to the creek instead.
Parking Spaces Near Removed Amenities	To be removed.	Acceptable. Not needed if removed amenities are not present.
Tennis Court with Basketball Goals	To be removed.	Acceptable due to likely flooding otherwise.
Sodded Sports Area	To be removed.	Acceptable due to likely flooding.
Wooden Bridges Over Creek	To be removed.	Acceptable due to high costs.
Playground for Toddlers	To be replaced by a single playground.	Acceptable since toddler and adolescent facilities would be provided in one playground.
Playground for Adolescents	To be replaced by a single playground.	Acceptable since toddler and adolescent facilities would be provided in one playground.
Bird Sanctuary	To be relocated for better access.	Acceptable.
Sidewalk Extension and Interconnection	To be provided in southwest area of site.	Acceptable. Would facilitate access to nearby businesses.
Sidewalk Stubout	To be provided near Clubhouse.	Acceptable.
Grills Next to Pavilion	To be added.	Acceptable and desirable.

D. Basis of Comparison. In order to properly evaluate the applicant's request, a comparison needs to be made between the last site plan that was officially approved by the City of Stockbridge and a new site plan which has been prepared and proposed by the applicant. It is not clear as to which site plan should be used as the basis of evaluation, due to the following:

a. October 7, 2004 Site Plan – This site plan was approved per the Amended Development Agreement, dated August 13, 2007, but it is only a schematic drawing rather than a detailed, scaled site plan.
b. January 25, 2005 Site Plan – This site plan was stamped for approval by Henry County Plan Review on behalf of the City, but other revisions were later made.
c. February 22, 2008 Site Plan – This site plan was mentioned as being approved in a letter from the City to the County, dated March 10, 2008, but it has not been located.

E. Applicant's Tentative Site Plan – Per the recommendation of the Planning and Zoning Staff, the applicant has submitted a tentative site plan by using the January 25, 2005 previously-approved site plan as a base, on which he has shown his proposed amenity changes in red. Yet, there remain two issues with this:

a. The applicant has not submitted a clean, proposed new site plan showing the amenities which he plans to provide.

b. If the February 22, 2008 site plan is later located, the City may require that the applicant submits a new site plan by using the February 22, 2008 site plan as a base.

XI. STAFF RECOMMENDATION

This Staff Report has demonstrated that the applicant's proposed amenity and site plan changes would be acceptable. The Staff recommends **APPROVAL WITH CONDITIONS** of this zoning modification request, with the following four zoning conditions:

1. The applicant shall prepare a clean, final site plan by using the previously-approved plat, dated January 25, 2005 (as part of the Site Development Plans that were prepared for Timberline Group, LLC by Land Engineering and Development) as a base, and showing all of the currently-proposed amenities.

2. The Planning and Zoning Staff shall review the accuracy of the new site plan, and upon its approval, the developer shall be bound by it.

3. No other substantial changes in the number, type, or location of amenities or other facilities shall be allowed.

4. The developer shall comply with all other requirements of the approved rezoning case (RZ-03-04 via Rezoning Ordinance No. 03-152, which included the required compliance with the specifications of the RM-2 zoning district), the original Development Agreement, the first amendment to the Development Agreement (dated December 13, 2004), and the Second Amendment to the Development Agreement (dated August 13, 2007).

PRESENTATION FOR ZONING MODIFICATION CASE #ZM-2022-01

For Property At Brush Creek Court and Shields Road (Parcel #S07-01006005)

Presented To:

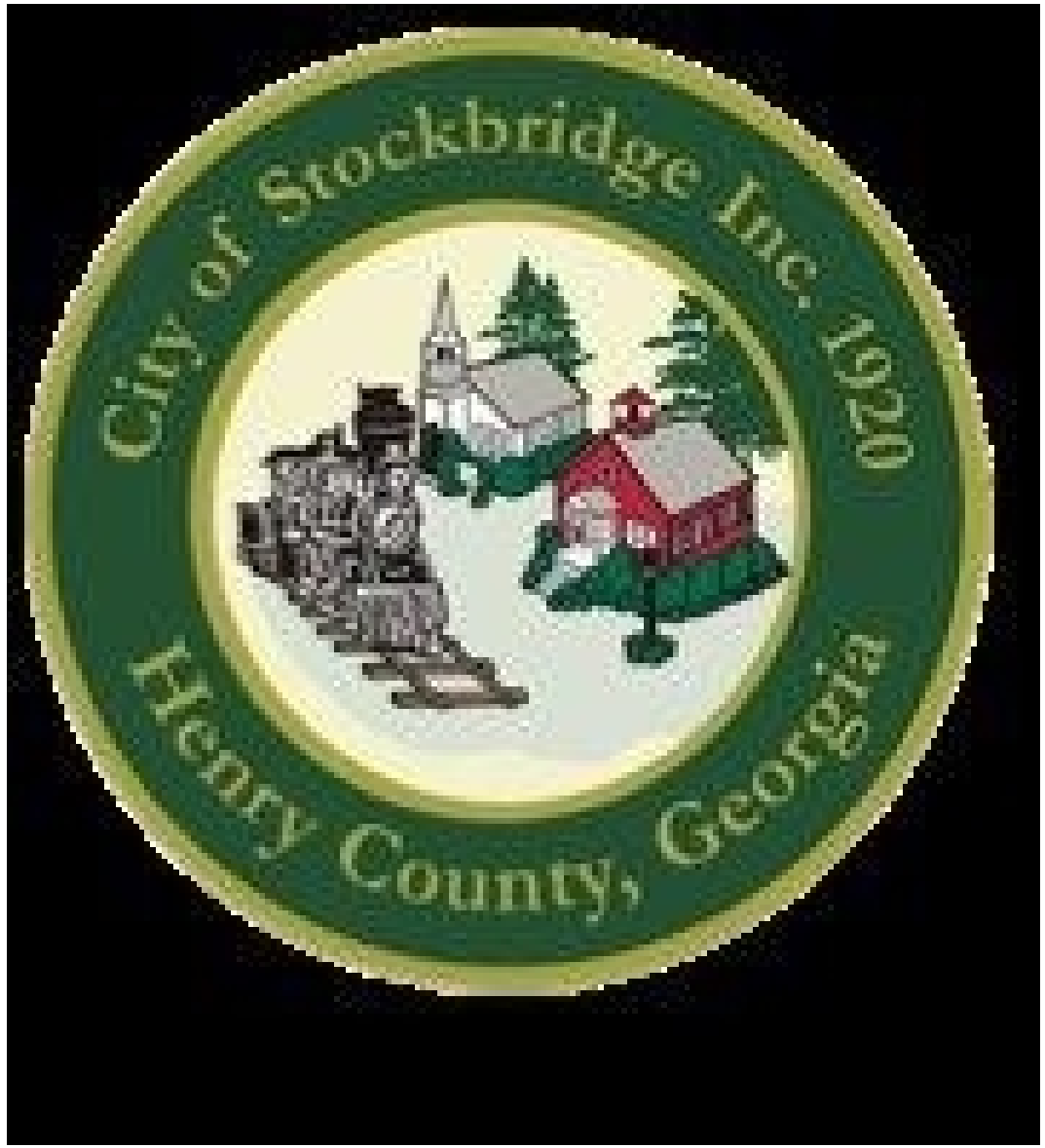
Planning Commission—10/27/27

Mayor & City Council—11/14/22

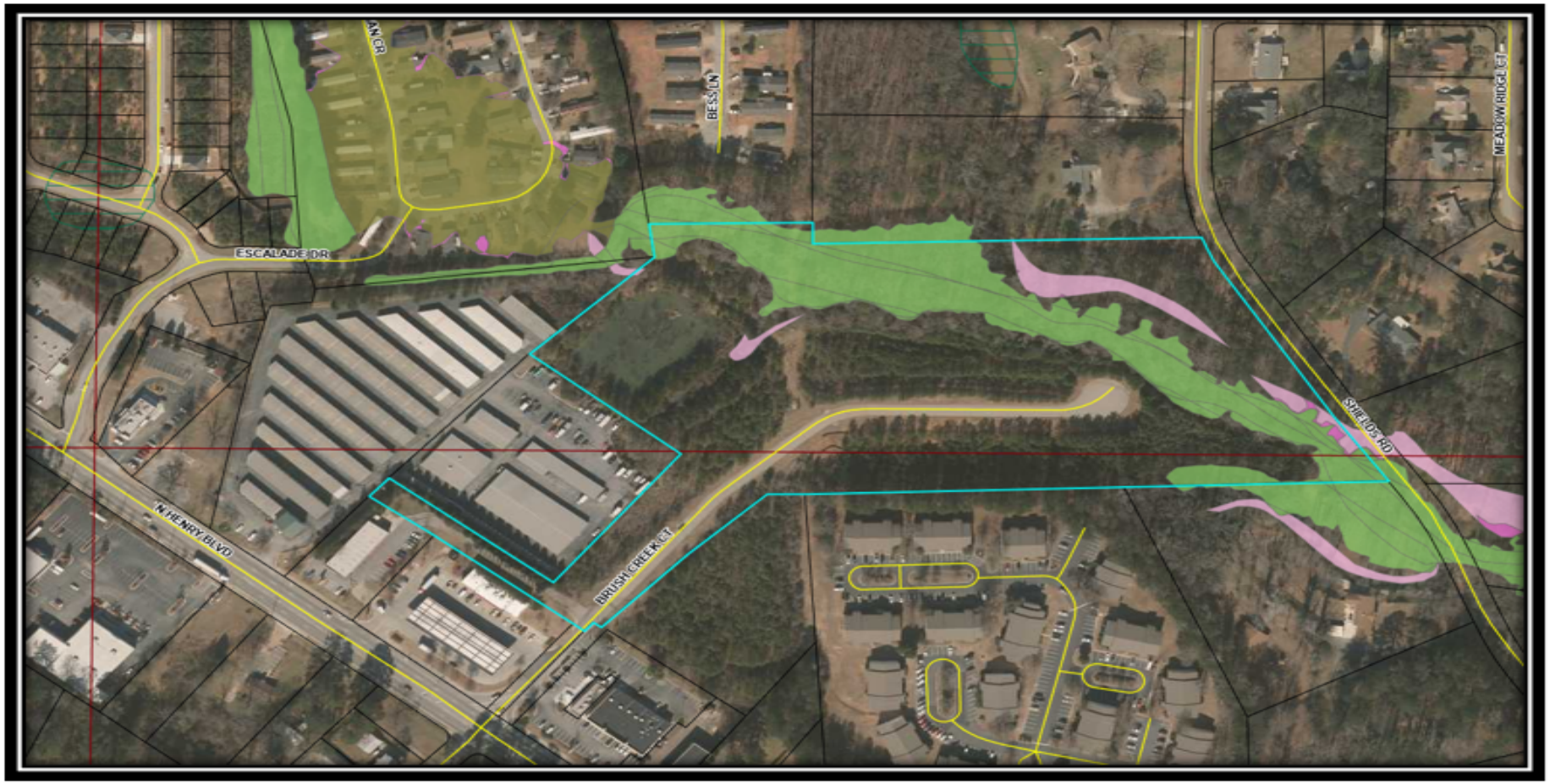
By:

City of Stockbridge Community Development Department, Planning and Zoning Division

Prepared by Linda Logan, Senior Planner



AERIAL PHOTO OF THE SITE



LEGEND

Flood Map

X - 500 Year Flood

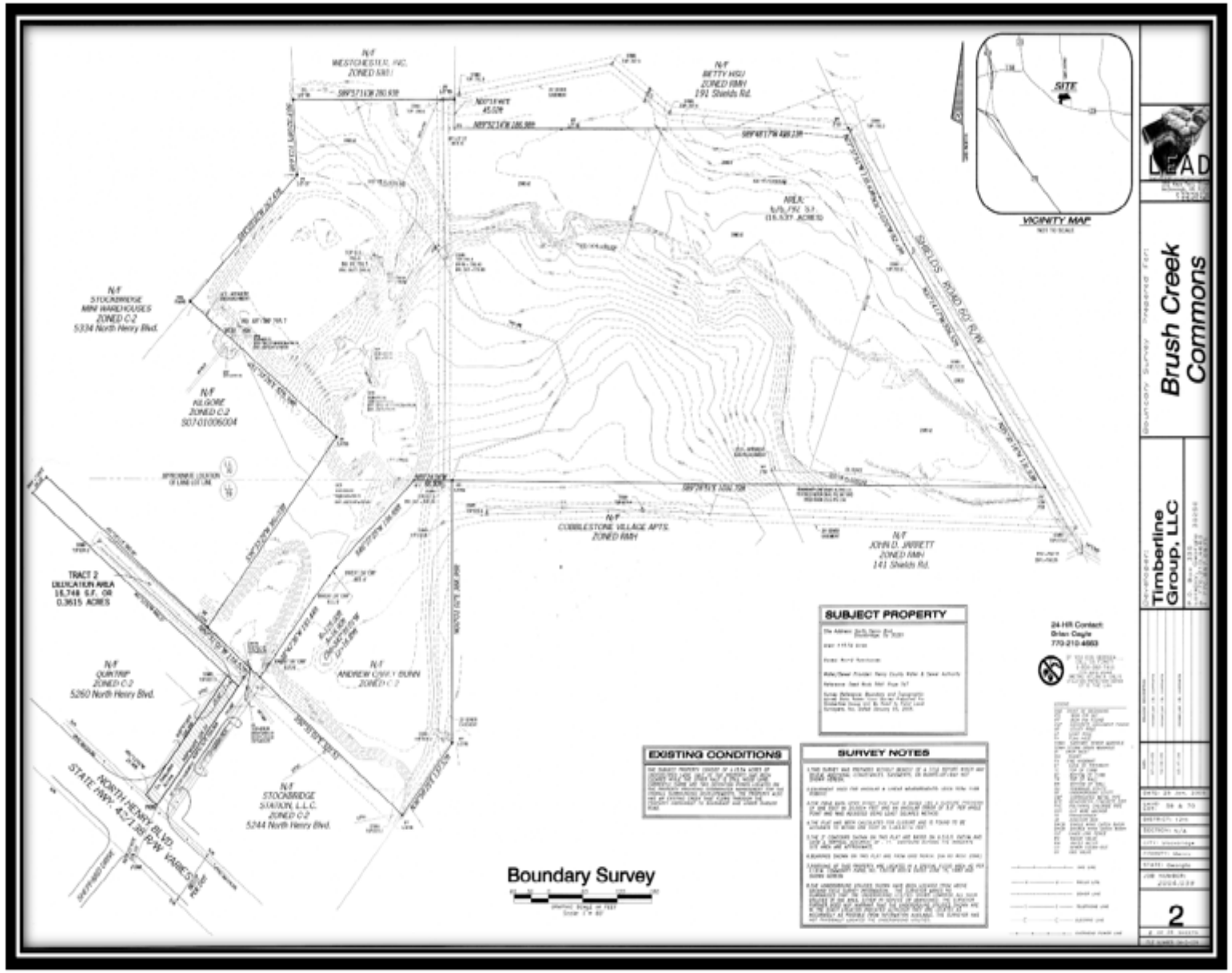
0.2 - Areas of 0.2% annual chance flood

A - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined.

AE -100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood Elevations (BFE).

AO - Areas subject to inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet

BOUNDARY SURVEY



INTRODUCTION

Purpose -- Consider a request for a Zoning Modification to allow amenity and site plan changes to a rezoning and Development Agreement that were made with a previous developer for the proposed "Brush Creek Commons" townhome development. In particular, the applicant proposes changes in the number, type, and locations of the amenities. This would require changes to the approved Development Conditions.

Previous Rezoning--Property was rezoned on July 14, 2003 via Case #RZ-03-04, from R-2 (Single-Family Residential) to RM-2 (Residential Multifamily--Townhomes). Original developer installed Brush Creek Court, but did not construct any buildings.

Development Agreement Plus Two Amendments—Rezoning included a Development Agreement, followed by two amendments. Altogether, they included fourteen (14) Development Conditions. Subparagraph #N of the First Amendment listed the specific amenities which the developer was required to provide. The development was to contain a maximum of forty-one (41) townhome units.

Property Location–Located on both sides of Brush Creek Court, access off North Henry Boulevard, between a QuikTrip station and a Waffle House Restaurant. Shields Road forms the rear boundary.

Property Conditions—Property has 18.895 +/- acres, but 5.459 acres are floodplains and wetlands. The applicant cites this as being one of the reasons why some of the required amenities cannot be installed. Other reasons include anticipated high HOA maintenance costs and impractical locations.

Granting of Applicant's Request--Developer would still be required to comply with the remaining zoning conditions of the approved rezoning and development agreements.

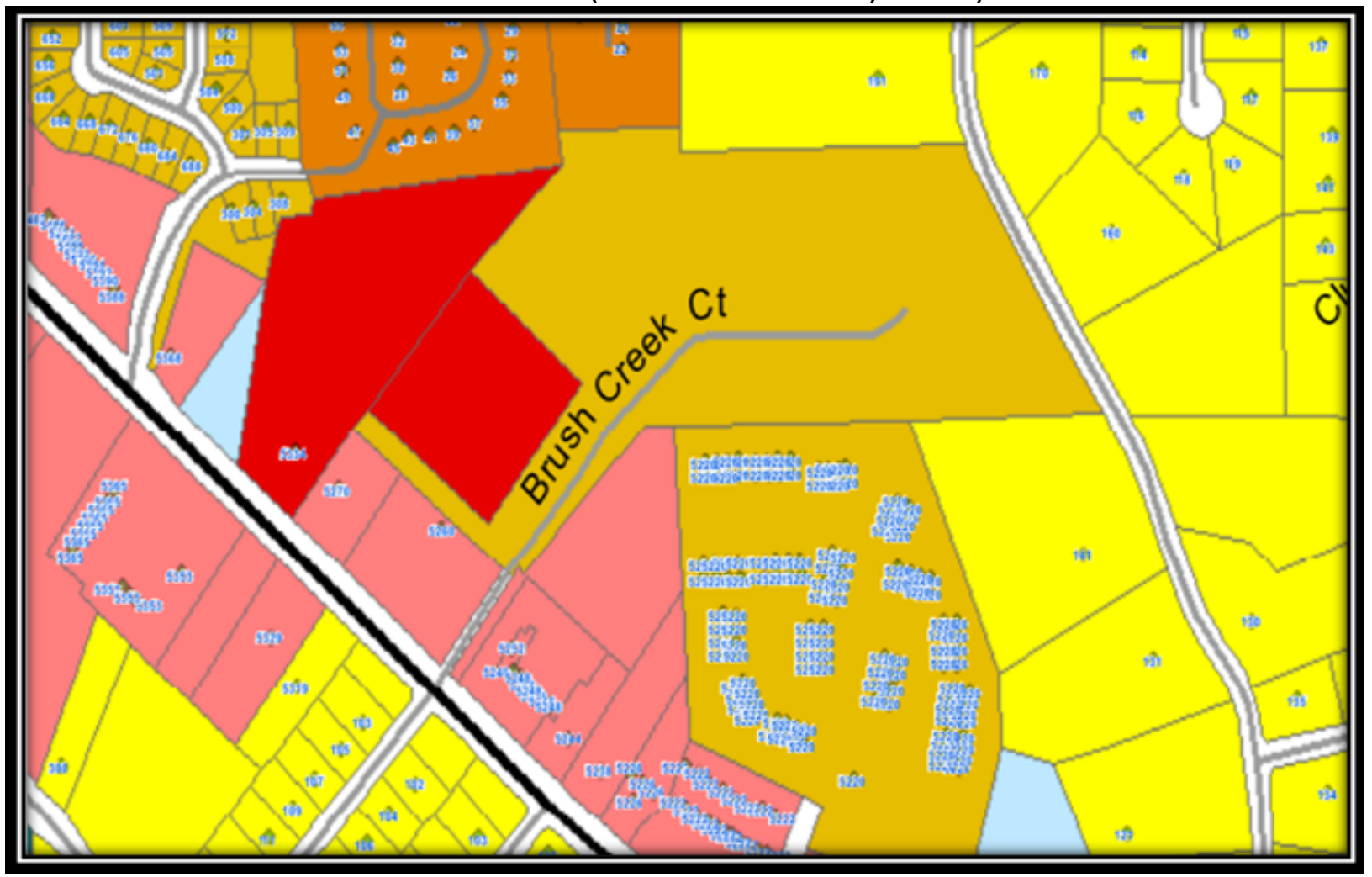
BACKGROUND DATA

Proposed Development	Development of 41 townhomes, with a requested modification in the number, type, and locations of amenities to be provided from the previously approved rezoning and development agreements.
Parcel Identification (no address)	S07-01006005 in Land Lots 59 & 71 of District 12.
Parcel Acreage	15.895 +/- acres, of which 5.459 acres are designated as "restricted use" due to floodplain.
Environmental Conditions	Property access exists via a 30-foot Access Easement off North Henry Boulevard to Brush Creek Court, across from Sheperd Drive. Floodplains and wetlands exist at the rear of the property.
Applicant	Eaman Fatemi, Member, as Applicant
Owner	Eaman Fatemi, Member, Pivotal Enterprises, LLC
Current City Zoning	MFR (Multiple Family Residential). Property is not located in the Parkway Mixed-Use Overlay District.
Surrounding Zoning	• North—MHR (Mobile Home Residential) and SR (Suburban Residential) districts. • South—C-2 (General Commercial), MFR (Multiple Family Residential), and SR (Suburban Residential) districts. • East—SR (Suburban Residential) district. • West—C-3 (Heavy Commercial) and C-2 (General Commercial) districts.
Future Land Use Designation	Medium-Density and Low-Density Residential.
Current Use	Existing Brush Creek Court was previously installed to serve the development, but no buildings have been constructed.
Surrounding Land Uses	• North—Two mobile home parks (Owned by Stockbridge MHC, LLC) and Meadow Ridge Subdivision. • South—Commercial uses (QuikTrip and Waffle House) and an apartment community. • East—Meadow Ridge Subdivision and individual single-family residences. • West—Commercial uses.

VICINITY ZONING MAP

Legend:

- **Gold (subject property)—MFR (Multiple Family Residential District)**
- **Red—C-3 (Heavy Commercial District)**
- **Orange—MHR (Mobile Home Residential District)**
- **Medium Pink—C-2 (General Commercial District)**
- **Yellow—SR (Suburban Residential) District)**



ZONING AND DEVELOPMENT HISTORY—Page One

A. Overview:

1. **Previous Rezoning and Original Development Agreement–**Property was rezoned in 2003 from R-2 (Single-Family Residential) to RM-2 (Residential Multifamily for Townhomes) with twelve (12) conditions (none for amenities), and a Development Agreement with a list of Development Conditions was adopted.
2. **First Amendment to Development Agreement—**Adopted in 2004. Included a list of required amenities under Subparagraph 'N', based on an adopted schematic site plan dated October 7, 2004.
3. **Second Amendment to Development Agreement—**Adopted in 2007. Made a few other changes.
4. **Site Development Plans, Dated January 25, 2005—**Approved by Henry County on behalf of the City. Included a detailed "Preliminary Plat" showing 41 proposed townhomes and amenities.
5. **February 22, 2008 Site Plan—**Letter from the City dated March 10, 2008, indicated the approval of a revised site plan with amenity changes, which may have been used to issue a land disturbance permit to install the road. However, that site plan has not been located, and cannot be used by the current applicant to show his proposed changes.

B. Rezoning Case #RZ-03-04--Application was filed with Henry County by Royce Grant. Developer, Timberline Group, LLC, originally proposed to build 75 townhome units, then reduced it to 48 units. Developer agreed to provide all amenities which the RM-2 district required, plus paved alleyways and a 200-foot-wide buffer along Shields Road. Rezoning was approved by the City in 2003 with twelve (12) conditions, but none were for amenities.

APPOVED ZONING CONDITIONS PER RZ-03-04, EXHIBIT "C" (July 14, 2003), PARAPHRASED

A. Site Plan—Must be revised to meet all RM-2 zoning requirements. (Rezoning did not approve the applicant's site plan.)

B. Maximum Building Height—Must be shown on the site plan.

C. Facades--All townhouses must have a mixture of covered entryways, porches, bay windows, and balconies.

D. Elevation Drawings—Must be submitted to Planning and Zoning for approval.

E. Individual Elevations--Each unit elevation per building must be separate and distinct from the other, with variations in rooflines.

F. Exterior Variations--Each unit must have a different them from adjacent units. No vinyl siding is allowed.

G. Street Trees—Required between the sidewalk and front property lines, spaced 45 feet apart.

H. Sewer Capacity—Must be sufficient for each phase of development before any permits are issued.

I. Streetscaping Plan—Must be approved by Planning and Zoning.

J. Flood Plan Alterations—Must be approved by a certified engineer at the plan review stage.

K. Updated Legal Description and Plat—Must be submitted and certified by a licensed engineer or surveyor.

L. Development Agreement—The rezoning was subject to the preparation of a Development Agreement to embody these conditions.

ZONING AND DEVELOPMENT HISTORY—Page Two

C. Original Development Agreement:

1. Was approved by Stockbridge City Council in 2003. It listed thirteen (13) "Development Conditions", but none of them were for amenities. Ten conditions were the same as for the rezoning case.
2. Development Condition #1a stated that the site plan which was submitted to Henry County Planning and Zoning was not approved by the rezoning, but rather that the developer would need to revise the site plan.
3. Three more development conditions were added: a) no entrance or exit on Shields Road; b) required 200 -foot-wide buffer at Shields Road; c) no commercial parcels were included.

D. First Amendment to the Development Agreement–Approved by City Council in 2004.

1. Added a list of required amenities.
2. Required the property owner to provide the amenities that were shown on the October 7, 2004 site plan, comprising Exhibit "A."
3. Approved changes included the following:
   a. Reduced the maximum number of townhome units from 48 to 41 due to the floodplains.
   b. Specified that all building facades must consist of brick.
   c. Prohibited site access via Shields Road.
   d. Prohibited the developer from seeking variances to the required 200-foot-wide buffer along Shields Road.
4. Increased the number of allowable units per building from five to six.
5. Reduced the required distance between buildings from 40 feet to 20 feet.
6. Allowed buffer reductions from 30 feet to 10 feet near the entrance of the property.
7. Allowed individual residential garbage pickup.
8. Added "Subparagraph N" as the fourteenth (14^{th}) condition, which included eleven (11) required amenities.

ZONING AND DEVELOPMENT HISTORY—Page Three

Amenities Required by Subparagraph "N" of the First Amendment to the Development Agreement:

1. A 1,300-square foot clubhouse with a full kitchen and a fireplace.
2. Two age-specific playgrounds—a fenced "tot lot" adjacent to the clubhouse and another playground for older children nearby.
3. A covered pavilion with a fireplace.
4 A volleyball court.
5. A sodded sports area.
6. A putting green.
7. A lighted, enclosed tennis court with two basketball goals.
8. Walking trails of at least 1,400 feet in length and three feet wide.
9. A bird sanctuary with bird feeders, bird houses, and benches.
10. A gazebo at the project entrance to serve as a school bus waiting area.
11. Compliance with a site plan dated October 7, 2004, which included:
    a. Schematic site plan for "Brush Creek Park" (the site's amenity area).
    b. A list of amenities comprising the "Brush Creek Commons Amenity Package."
    c. Floor plan.
    d. Townhome renderings.

ZONING AND DEVELOPMENT HISTORY—Page Four

E. Second Amendment to the Development Agreement—This was approved on August 13, 2007. It required compliance by the developer, Timberline Group, LLC, with Exhibit I, which included:

1. **"Brush Creek Park"— A schematic rather than detailed site plan.**
2. **An "Amenity Package" with a list of required amenities.**
3. **A floor plan for a six-unit townhome building, showing "offsets" for bays and porches to meet zoning conditions, and a 10-foot front yard setback variance "to achieve necessary Living and Dining space."**
4. **Townhome renderings, which showed elevations and specified the use of brick, stone, hardi-siding, and hardi-shake as exterior construction materials.**
5. **Approved changes within the Second Amendment:**

a. Front Setbacks—Reduced to 10 feet, per an approved variance.
b. Tennis Courts—Eliminated their required provision.
c. Soccer Field--Required their provision in place of the tennis courts.
d. Second Playground--Specified its enlargement.
e. Types of Required Playground Facilities—Specified.
f. Floorplains and elevations—Specified and shown on Exhibit I.
g. "Brush Creek Amenity Package" and "Brush Creek Park"—Required the developer's compliance with a list of amenities, which were shon, as was shown on Exhibit I.

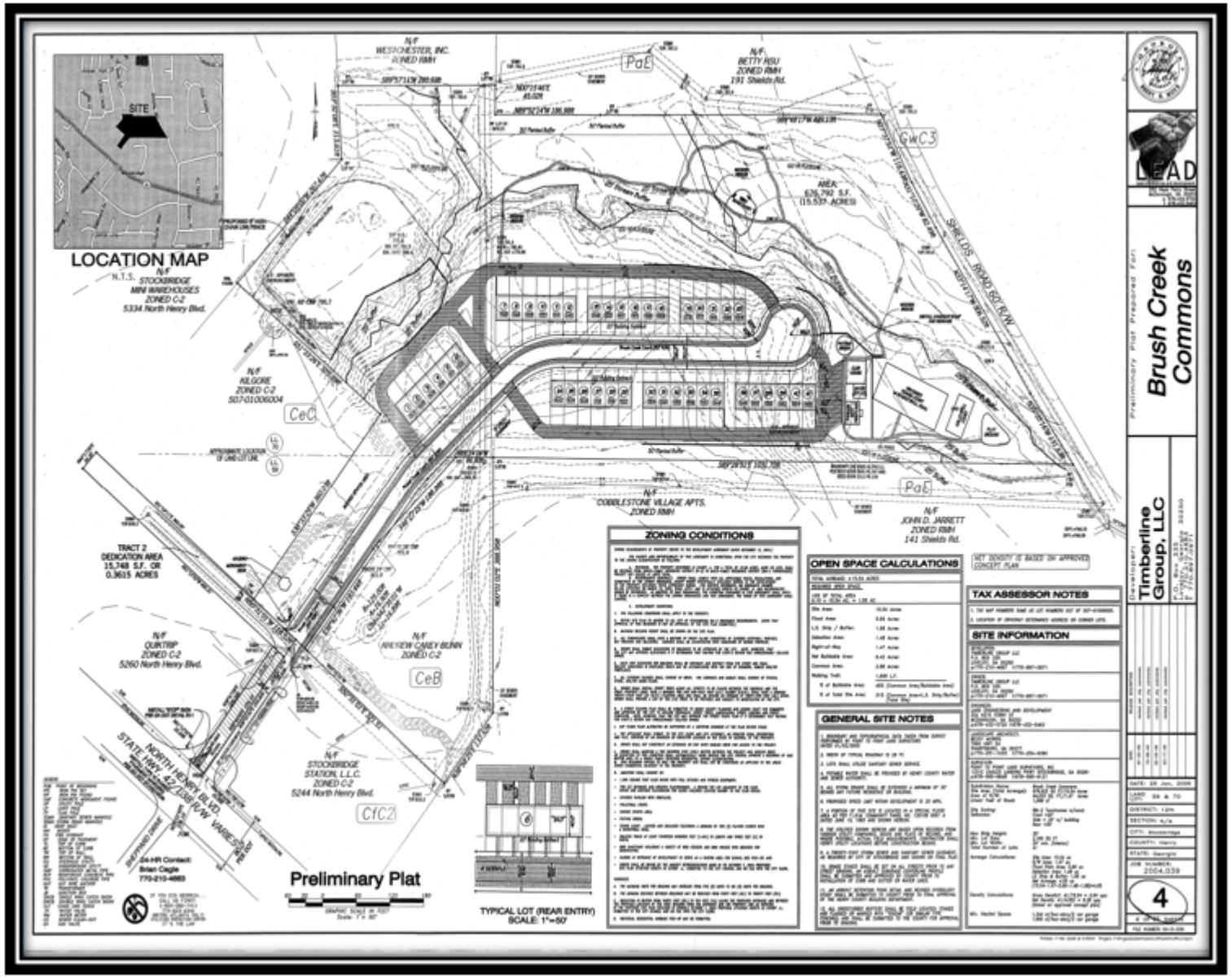
ZONING AND DEVELOPMENT HISTORY—Page Five

Brush Creek Amenity Package--Required the following amenities:

- **A gazebo at the project entrance, which would serve as a waiting area for school bus pickup.**
- **A Sodded Sports Area adjacent to the gazebo.**
- **A 1,300-square-foot Clubhouse will a full kitchen and fitness equipment.**
- **A Fenced Tot Lot for ages 2-5 located adjacent to the Clubhouse.**
- **Brush Creek Park, to include the following amenities:**
  1. **Covered Pavilion with a Picnic Area and Fireplace.**
  2. **Regulation 60’ X 30’ Beach Volleyball Court.**
  3. **Regulation 60’ X 90’ 3-on-3 Soccer Field with Goals.**
  4. **Putting Green with multiple holes and sand trap.**
  5. **Upgraded and enlarged, commercial quality Playground to include:**
     - **a. 2-Bay, 4-Station Swing Set with Buckets and Belts.**
     - **b. Climbing Station: “Monkey Bars”, Ring Climbers, Chin-up Bar, and Balance Beam.**
     - **c. Free-Standing Wave Slide with 5’ Deck.**
     - **d. 2 Commercial Quality Park Benches.**
  6. **Over 1,400 feet of Walking Trail.**
  7. **Bird Sanctuary with Feeders, Houses, and Benches for observation.**

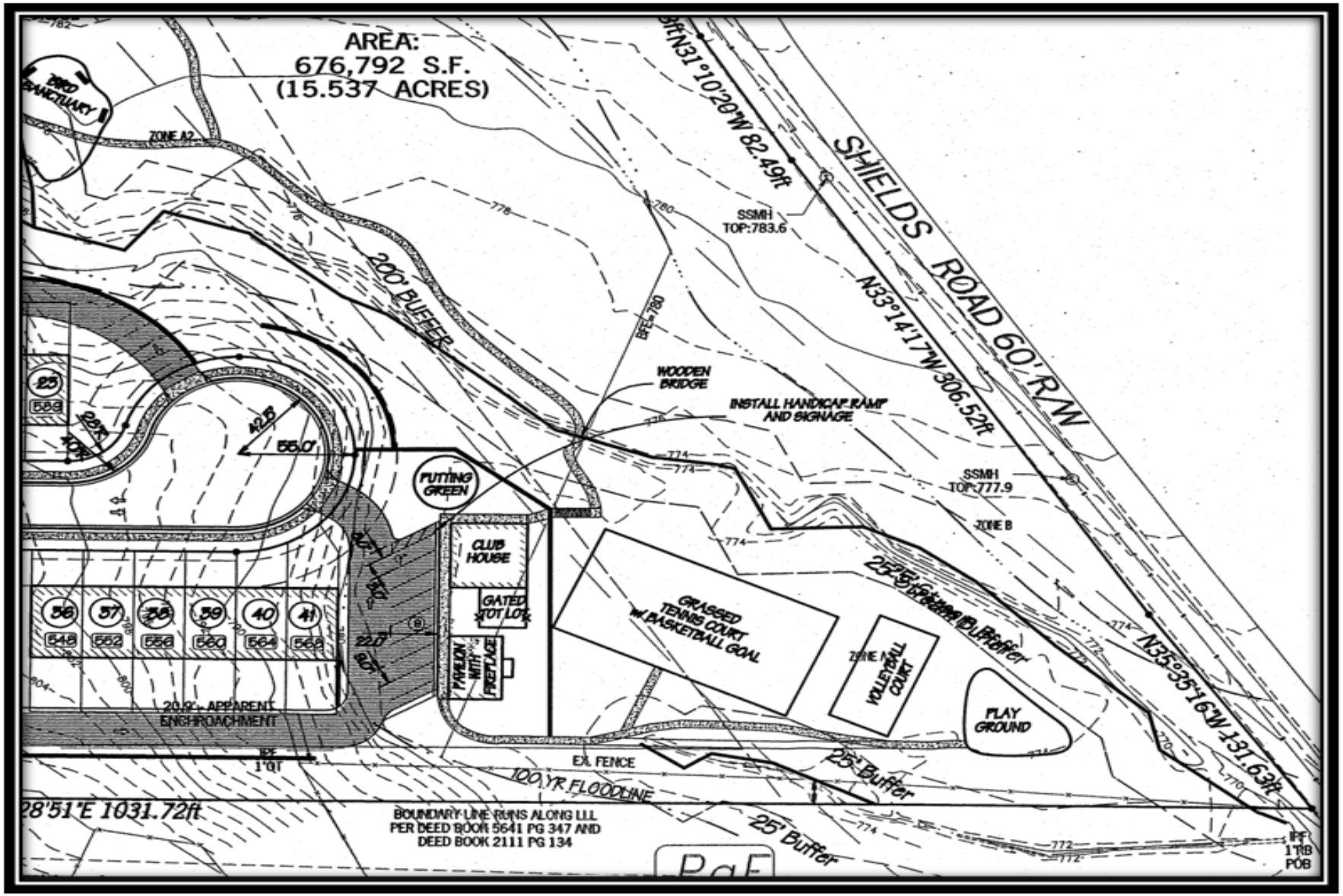
APPROVED PLAT FROM DEVELOPMENT PLANS DATED JANUARY 25, 2005

Site Development Plans were prepared by Land Engineering and Development (LEAD) for Timberline Group, LLC on the basis of the Amended Development Agreement for the Rezoning, and they were stamped for approval by Henry County Building and Plan Review Department On behalf of the City of Stockbridge. (Note: Site Plan from the RZ-03-04 rezoning was NOT approved.)



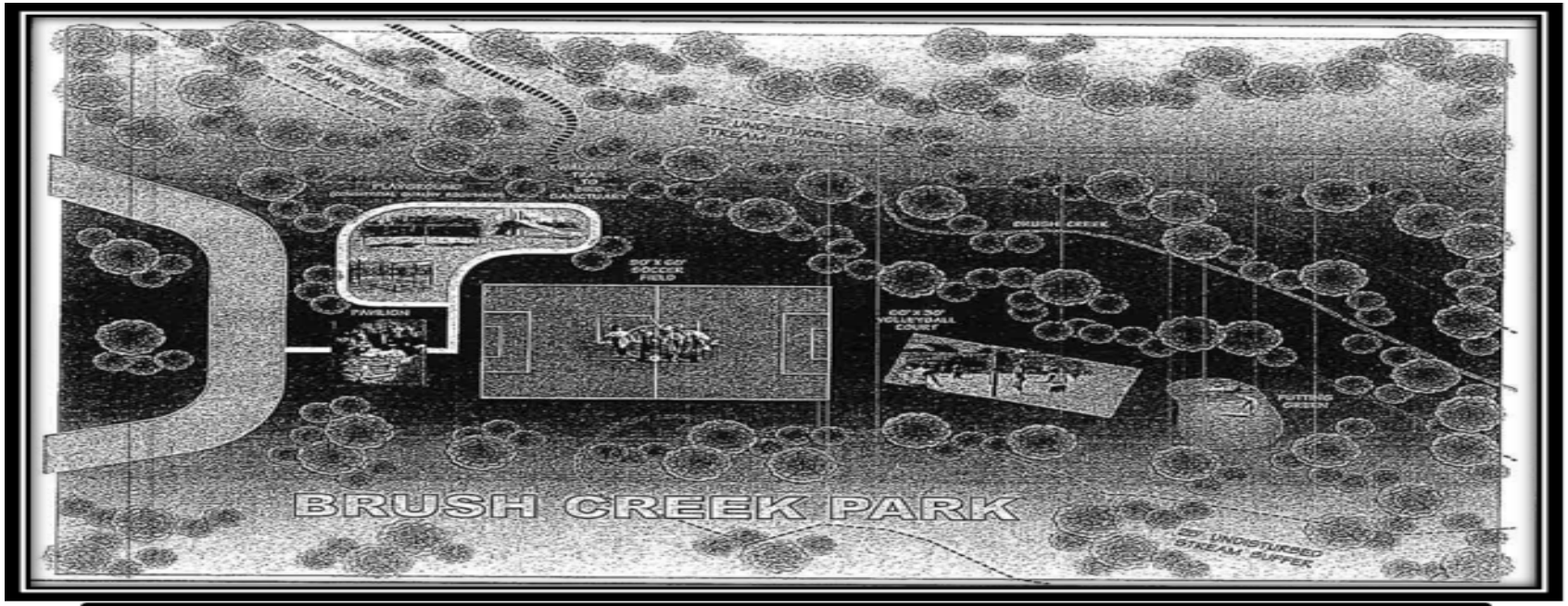
ENLARGEMENT OF AMENITY AREA FROM APPROVED 2005 PLAT

(NOTE: SITE PLAN FROM RZ-03-04 REZONING WAS NOT APPROVED.)



BRUSH CREEK PARK AND AMENITY PACKAGE

FROM THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT



Brush Creek Commons Amenity Package

- Gazebo at entrance of development to serve as a waiting area for school bus pickup
- Sodded Sports Area adjacent to Gazebo
- 1300 Square Foot Clubhouse with Full Kitchen and Fitness Equipment
- Fenced Tot Lot (Ages: 2 – 5) located adjacent to Clubhouse
- Brush Creek Park
  1. Covered Pavilion with Picnic Area and Fireplace
  2. Regulation 60' X 30' Beach Volleyball Court
  3. Regulation 60' X 90' 3 on 3 Soccer Field with Goals
  4. Putting Green with multiple holes and sand trap
  5. Upgraded and Enlarged, commercial quality playground:
     2 Bay, 4 Station Swing Set with Buckets and Belts
     Climbing Station: "Monkey Bars", Ring Climbers, Chin-up Bar, and Balance Beam
     Free Standing Wave Slide with 5' Deck
     2 Commercial Quality Park Benches
  7. Over 1400 Ft. of Walking Trail
  8. Bird Sanctuary with Feeders, Houses, and Benches for observation

PROPOSED DEVELOPMENT

A. Tentative Site Plan:

~ Modifies the number, type, and locations of the amenities to be included.

~ Uses as a base the plat from the January 25, 2005 set of development plans, which were approved by Henry County on behalf of the City of Stockbridge.

B. Applicant's Letter of Intent:

1. Cites three reasons why all required amenities cannot be constructed as was specified:

a. Costs-- Certain high-maintenance amenities would be too costly for an HOA serving only 41 units, resulting in high fees to the townhome unit owners.

b. Environmental Conditions -- The property's various physical attributes make the installation of certain amenities impossible or undesirable.

c. Locations -- The designated locations of certain required amenities would be impractical.

2. Particular Problems:

a. Soccer Field and Volleyball Court — Ditch location subject to flooding; poor grass growth due to insufficient sunlight.

b. Walking Trail with Three Bridges — In a **floodplain area; soggy ground sometimes. soggy.**

3. Other Changes – One one playground instead of the required two (one for toddlers and one for adolescents); relocation of bird-watching station to a more accessible location.

PROPOSED RENDERING

LIST OF APPLICANT'S REQUESTED AMENITY CHANGES FOR ZM-2022-01

1. **Keep the following:**
   - Clubhouse.
   - Pavilion.
   - Gazebo.
   - Monument sign.

2. **Remove the following:**
   - Soccer field.
   - Volleyball court.
   - Walking trail.
   - Parking spaces (extras to serve the amenities to be removed).
   - Three (3) wooden bridges over Brush Creek.

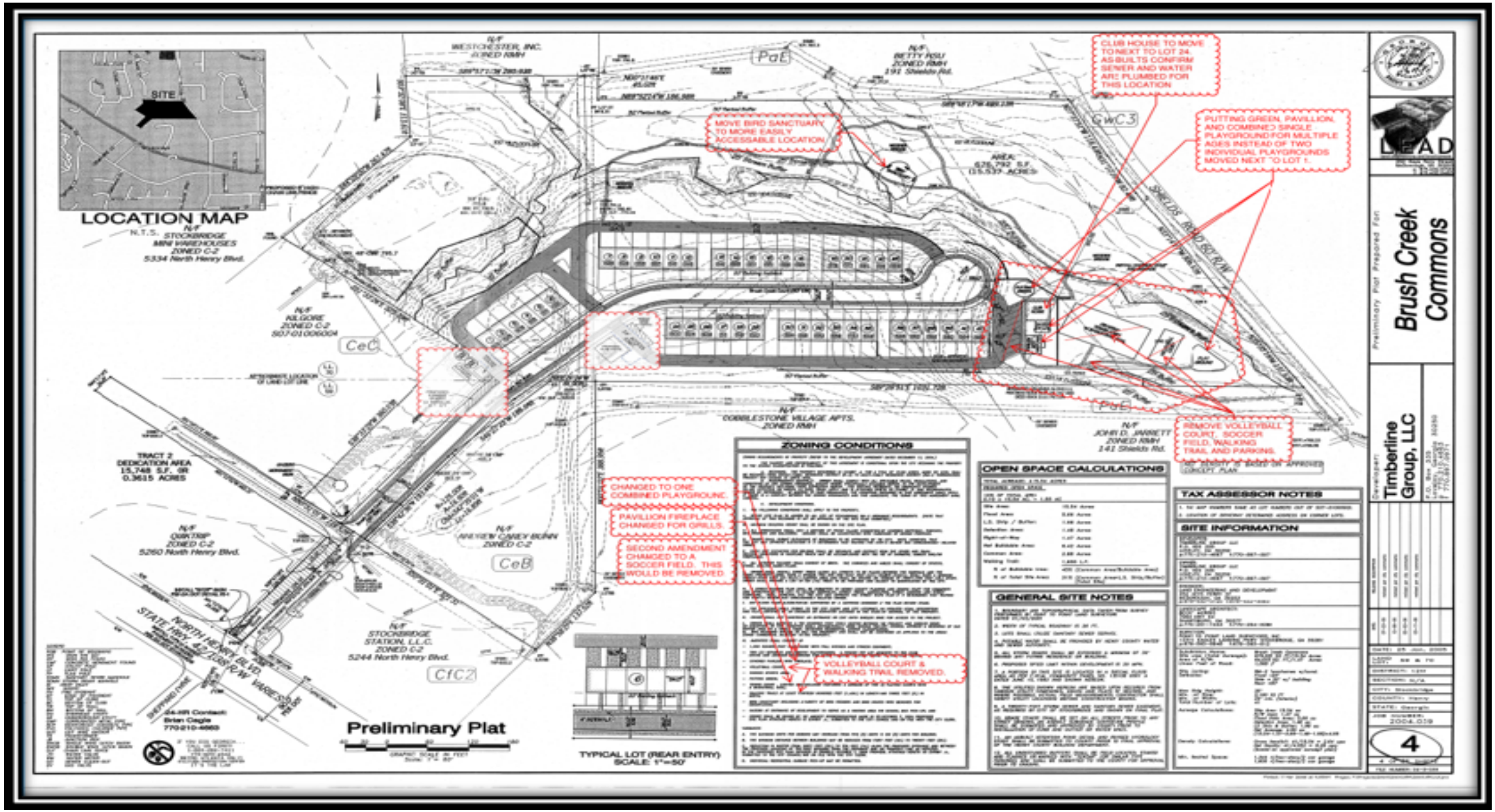
3. **Change the following:**
   - Reduce the number of playgrounds from two to one by having a combined playground rather than a separate "tot lot" and playground for older children.
   - Move the putting green to a new location near the playground.
   - Move the bird sanctuary to the opposite side of the creek to improve access.

4. **Provide the following:**
   - Provide a gym and workout space inside the clubhouse.
   - Provide grills and benches next to the clubhouse.
   - Extend the sidewalk to interconnects to neighborhood developed commercial spaces.
   - Provide a sidewalk stubout for future interconnectivity to neighboring lots.

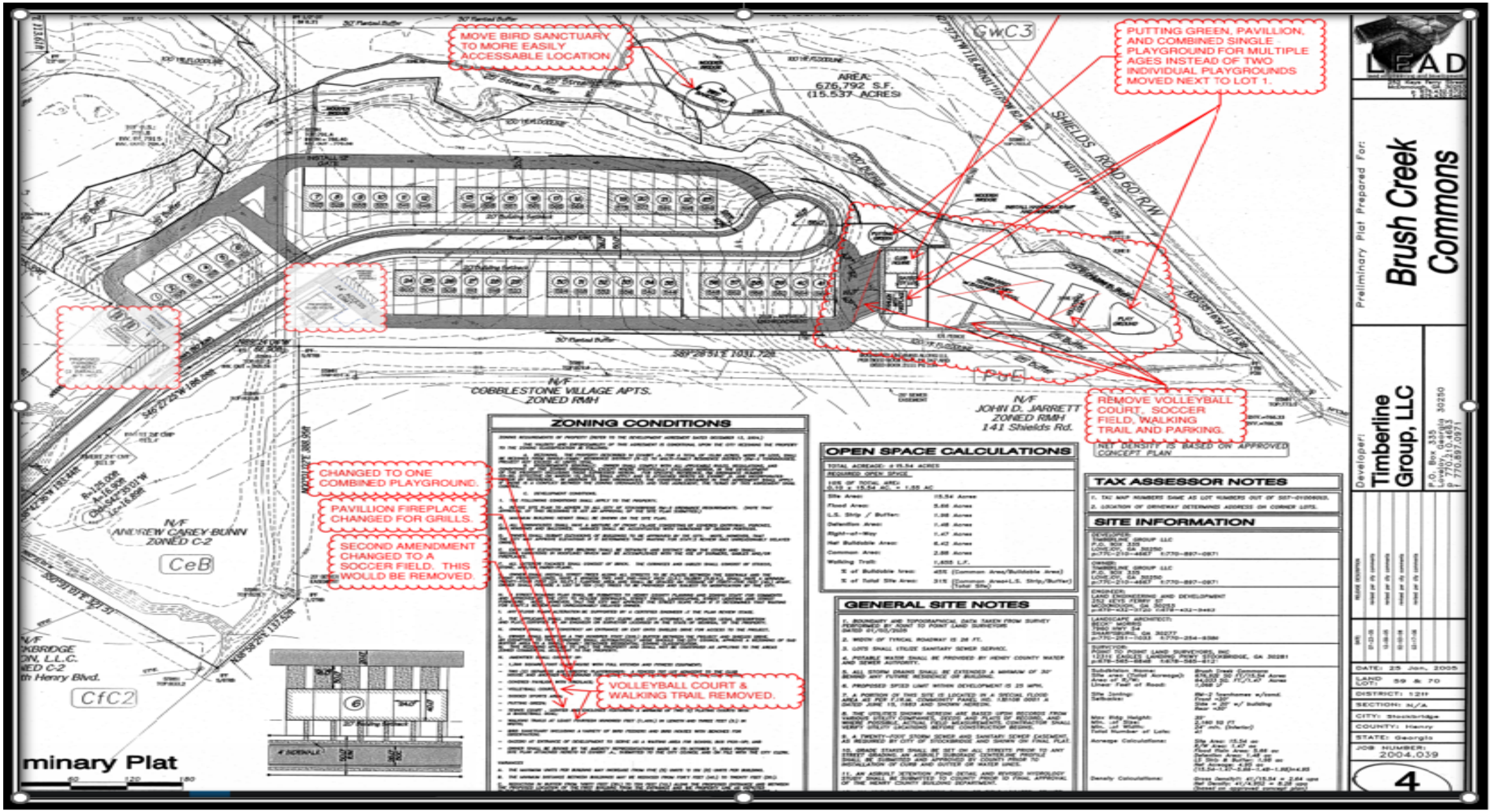
TABLE 1 -- SUMMARY OF PROPOSED AMENITY CHANGES

AMENITY OR FACILITY	PROPOSED CHANGE FOR ZM-2022-01
Soccer Field	To be removed.
Volleyball Court	To be removed.
Walking Trail	To be removed.
Parking Spaces Near Removed Amenities	To be removed.
Sodded Sports Area	To be removed.
Wooden Bridges Over Creek	To be removed.
Playground for Toddlers	To be replaced by a single combined playground.
Playground for Adolescents	To be replaced by a single combined playground.
Putting Green	To be relocated near the playground.
Bird Sanctuary	To be relocated on the opposite side of the creek for better access.
Grills and Benches Next to Pavilion	To be added.
Gym with Workout Space	To be added inside the Clubhouse.

SITE PLAN PROPOSAL FOR ZM-2022-01: FULL SITE



SITE PLAN PROPOSAL FOR ZM-2022-01: ENLARGEMENT



ANALYSIS OF REQUEST – Page One

A. Reasonableness of Applicant's Request:

1) **Costs –** An excessive number of required amenities for a small development with just 41 units, resulting in high HOA costs per homeowner. Therefore, the requested amenity changes regarding costs are reasonable.

2) **Environmental Conditions –** Presence of floodplains and wetlands (5.459 acres of "restricted use") for a soccer field, volleyball court, and sodded sports area would be prohibitive, causing flooding, blockage of sunlight in forested areas, and poor grass growth on the soccer field. These are physical limitations of the site, and they are reasonable hindrances to these amenities. The elimination of some parking spaces to serve these facilities is also reasonable.

3) **Relocation of Certain Amenities –** Applicant proposes minor changes in locations for certain required amenities to improve their accessibility, functionability, and desirability for the home-owners. These changes seem reasonable.

B. Suitability of Site for Proposed Development:

1) Fewer amenities would reduce HOA costs for homeowners.

2) There would still be sufficient amenities to create an attractive development.

3) Although just one playground, would include amenities for children of all ages.

4) Relocation of some amenities would be more practical and usable for homeowners.

C. Effects on Surrounding Property and Infrastructure -- Since the proposed changes to the amenities and site plan would not involve any alterations to the proposed townhomes, site access, utilities, or buffering, no adverse effects on surrounding properties are anticipated.

TABLE 2: COMPARISON OF AMENITIES: REQUIRED VERSUS PROPOSED

#	REQUIRED AMENITIES	PROPOSED AMENITIES	COMPARISON	REQUESTED VIA ZM-2022-01?
1	1,300 SF Clubhouse, Fully Furnished, with Exercise Equipment	1,300 SF Clubhouse, Partially Furnished, with Exercise Equipment	Proposed clubhouse would have fewer furnishings.	Yes.
2	Covered Pavilion with a Fireplace	Covered pavilion (15' X 20') with no fireplace	Fireplace would be eliminated.	Yes.
3	Gazebo for Bus Stop	Gazebo for Bus Stop	Same.	No.
4	Sodded Sports Area	Sodded Sports Area	To be eliminated.	No.
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7	Playground for Toddlers	None.	To be replaced by a single playground.	Yes.
8	Playground for Adolescents	None.	To be replaced by a single playground.	Yes.
9	Tennis Court with Basketball Goals	None.	Eliminated, but approved by Second Amendment to Dev. Agreement.	No.
10	Soccer Field	None.	To be eliminated.*	Yes.
11	Volleyball Court	None.	To be eliminated.*	Yes.
12	1,400 LF Walking Trails with Three Bridges Over Creek	None.	To be eliminated.*	Yes.
13	N/A	Grills Next to Pavilion	To be added.	No.

* Applicant has provided reasons for these eliminations in his Letter of Intent.

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Sodded Sports Area	To be removed.	Acceptable due to likely flooding.
Wooden Bridges Over Creek	To be removed.	Acceptable due to high costs.
Playground for Toddlers	To be replaced by a single playground.	Acceptable since toddler and adolescent facilities would be provided in one playground.
Playground for Adolescents	To be replaced by a single playground.	Acceptable since toddler and adolescent facilities would be provided in one playground.
Bird Sanctuary	To be relocated for better access.	Acceptable.
Sidewalk Extension and Interconnection	To be provided in southwest area of site.	Acceptable. Would facilitate access to nearby businesses.
Sidewalk Stubout	To be provided near Clubhouse.	Acceptable.
Grills Next to Pavilion	To be added.	Acceptable and desirable.

STAFF CONCLUSION AND RECOMMENDATION

CONCLUSION--The applicant's proposed amenity and site plan changes would be acceptable.

RECOMMENDATION --The Staff recommends APPROVAL WITH CONDITIONS of this zoning modification request, with the following FOUR ZONING CONDITIONS:

1. **The applicant shall prepare a clean, final site plan by using the previously-approved plat, dated January 25, 2005 (as part of the Site Development Plans that were prepared for Timberline Group, LLC by Land Engineering and Development) as a base, and showing all of the currently-proposed amenities.**

2. **The Planning and Zoning Staff shall review the accuracy of the new site plan, and upon its approval, the developer shall be bound by it.**

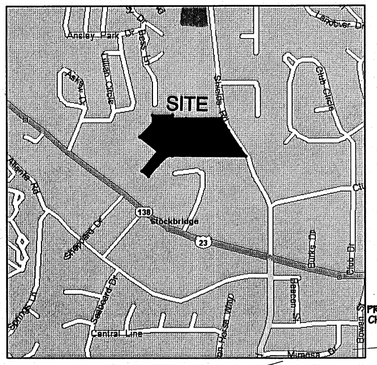
3. **No other substantial changes in the number, type, or location of amenities or other facilities shall be allowed.**

4. **The developer shall comply with all other requirements of the approved rezoning case (RZ-03-04 via Rezoning Ordinance No. 03-152, which included the required compliance with the specifications of the RM-2 zoning district), the original Development Agreement, the first amendment to the Development Agreement (dated December 13, 2004), and the Second Amendment to the Development Agreement (dated August 13, 2007).**

BASE PLAN APPROVED IN 2005.

BLUE AND RED MARKS SHOW PROPSED CHANGES TO AMENITIES MARKED ON 2022-11-07 AS APPLIED FOR ON ZM-2022-01.

TIMBERLINE PREPARED THE BASE PLAN APPROVED IN 2005. NEW OWNER PIVOTAL ENTERPRISES, LLC PREPARED THE OVERLAYED DRAWINGS HERE.



LOCATION MAP

N.T.S.

N/F
STOCKBRIDGE
MINI WAREHOUSES
ZONED C-2

REMOVED AMENITIES:
- VOLLEYBALL COURT
- SOCCER FIELD (SECOND AMENDMENT CHANGED TENNIS COURT TO SOCCER FIELD)
- WALKING TRAIL
- PARKING AT END OF CUL-DE-SAC

MOVED AMENITIES:
- CLUB HOUSE NEXT TO LOT 24 (CLUSTER MAILBOX ADDED HERE)
- PUTTING GREEN NEXT TO LOT 1
- PAVILLION NEXT TO LOT 1 (WITH GRILL AND BENCHES INSTEAD OF FIREPLACE)
- COMBINED SINGLE PLAYGROUND FOR MULTIPLE AGES NEXT TO LOT 1
- BIRD SANCTUARY NEXT TO LOT 1
- GAZEBO CLOSER TO ROAD AND AWAY FROM COMMERCIAL AREAS.
- PLAYGROUNDS COMBINED INTO ONE PLAYGROUND NEXT TO LOT 1

UNCHANGED:
- MONUMENT SIGN

N/F
WESTCHESTER, INC.
ZONED RMH

N/F
BETTY HSU
ZONED RMH
191 Shields Rd.

N/F
KILGORE
ZONED C-2
S07-01006004

N/F
QUIKTRIP
ZONED C-2
5260 North Henry Blvd.

N/F
ANDREW CAREY BUNN
ZONED C-2

N/F
STOCKBRIDGE
STATION, L.L.C.
ZONED C-2
5244 North Henry Blvd.

N/F
COBBLESTONE VILLAGE APTS.
ZONED RMH

N/F
JOHN D. JARRETT
ZONED RMH
141 Shields Rd.

AREA:
676,792 S.F.
(15.537 ACRES)

15,748 S.F. OR
0.3615 ACRES

PROPOSED 6' HIGH CHAIN LINK FENCE

PROXIMATE LOCATION OF LAND LOT LINE

LL 70 / LL 59

INSTALL 12' GATE

Brush Creek Court (50' R/W)

SHIELDS ROAD 50' R/W

CLUB HOUSE

GATED ENTRY

PUTTING GREEN

PAVILION

GRASSED TENNIS COURT w/BASKETBALL GOAL

VOLLEYBALL COURT

PLAY GROUND

INSTALL HANDICAP RAMP AND SIGNAGE

CLUSTER MAILBOX

3000 SQFT PLAYGROUND AREA SODDED SPORTS AREA

GAZEBO

MONUMENT SIGN

INSTALL "STOP" SIGN PER GA DOT DETAIL R1-1

NORTH HENRY BLVD.
STATE HWY. 42/138
R/W VARIES

SHEPPARD DRIVE

24-HR Contact:
Brian Cagle
770-210-4663

IF YOU DIG GEORGIA...
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770-623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

IN ADDITION TO OUR OFFICIAL REQUEST WE WOULD LIKE TO REMOVE:

- PUT-PUT GREEN
- BIRD SANCTUARY

THESE AMENITIES WILL NOT BE USED BY THE VAST MAJORITY OF HOMEOWNERS WHICH WILL HAVE EVERYONE SUBSIDIZE AN AMENITY FOR THE BENEFIT OF ONE OR TWO HOUSEHOLDS.

ZM-2022-01 PROPOSED AMENITY CHANGES --11/07/22

Preliminary Plat

60 30 0 60 120 180

GRAPHIC SCALE IN FEET
Scale: 1" = 60'

TYPICAL LOT (REAR ENTRY)
SCALE: 1"=50'

LEGEND

POB	POINT OF BEGINNING
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
DI	DROP INLET
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
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RCP	REINFORCED CONCRETE PIPE
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GUY	GUY WIRE ANCHOR
TR	TRANSFORMER
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DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE

ZONING CONDITIONS

ZONING REQUIREMENTS OF PROPERTY (REFER TO THE DEVELOPMENT AGREEMENT DATED DECEMBER 13, 2004.)

THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT IS CONDITIONAL UPON THE CITY REZONING THE PROPERTY TO THE ZONING CLASSIFICATION AS FOLLOWS:

A. REZONING. THE PROPERTY DESCRIBED IN EXHIBIT „A" FOR A TOTAL OF 15.86 ACRES, MORE OR LESS, SHALL BE REZONED FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-2) TO MULTI-FAMILY RESIDENCE DISTRICT (RM-2 TOWNHOUSES). PROJECT NOT EXCEED 41 UNITS TOTAL.

B. REQUIREMENTS GENERALLY. OWNER SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND CONDITIONS OF THE ZONING ORDINANCE, EXCEPT WHERE SPECIFICALLY EXCLUDED HEREIN, IN THE DEVELOPMENT OF THE PROPERTY INCLUDING THOSE EXPRESSED HEREIN. FOR SPECIFIC REFERENCE, RM ORDINANCE NUMBER 03-60, EFFECTIVE ON MARCH 10, 2003, SHALL APPLY AND IS ATTACHED HERETO AS EXHIBIT „B" AND INCORPORATED HEREIN BY REFERENCE. IN ADDITION TO SAID ORDINANCES, THE CONDITION CONTAINED IN THIS AGREEMENT SHALL APPLY. IF THERE IS A CONFLICT BETWEEN THE ZONING ORDINANCES AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL CONTROL.

C. DEVELOPMENT CONDITIONS.

1. THE FOLLOWING CONDITIONS SHALL APPLY TO THE PROPERTY.

A. REVISE SITE PLAN TO ADHERE TO ALL CITY OF STOCKBRIDGE RM-2 ORDINANCE REQUIREMENTS. (NOTE THAT APPROVAL OF THIS REZONING IS NOT AN APPROVAL OF THE SITE PLAN SUBMITTED.)

B. MAXIMUM BUILDING HEIGHT SHALL BE SHOWN ON THE SITE PLAN.

C. ALL TOWNHOUSES SHALL HAVE A MIXTURE OF FRONT FAÇADE CONSISTING OF COVERED ENTRYWAY, PORCHES, BAY WINDOWS AND BALCONIES. GARAGES SHALL BE ACCENTUATED WITH VARIATIONS OF DESIGN PORTICOS.

D. OWNER SHALL SUBMIT ELEVATIONS OF BUILDINGS TO BE APPROVED BY THE CITY. NOTE, HOWEVER, THAT THE CITY MAY APPROVE ELEVATIONS IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

E. EACH UNIT ELEVATION PER BUILDING SHALL BE SEPARATE AND DISTINCT FROM THE OTHER AND SHALL INCLUDE VARIATIONS IN ROOFLINES WHICH MAY BE ACCOMPLISHED WITH THE USE OF DORMERS, GABLES AND/OR FIREPLACES.

F. ALL EXTERIOR FACADES SHALL CONSIST OF BRICK. THE CORNICES AND GABLES SHALL CONSIST OF STUCCO, STONE, AND/OR HARDI-PLANK.

G. OWNER SHALL INSTALL STREET TREES ALONG ALL STREETS TO BE PLACED BETWEEN THE SIDEWALK AND THE FRONT PROPERTY LINES, HAVE A MINIUM TWO AND ONE-HALF INCH (2.5) CALIBER (D.B.H.), SHALL HAVE A MINIMUM TWENTY-FOUR FOOT (24 SQ.FT.) PLANTING AREA AND SHALL BE SPACED AN AVERAGE OF FORTY-FIVE FEET (45.) APART. OWNER SHALL PROVIDE A LIST OF TEN (10) TREES TO BE PROVIDED AND SUBJECT TO MODIFICATION BY THE CITY.

H. A STREET SCAPING PLAN SHALL BE SUBMITTED TO HENRY COUNTY PLANNING AND ZONING STAFF FOR COMMENTS AND APPROVAL BY THE CITY TO INCLUDE SIDEWALKS, STREET TREES, LANDSCAPING, STREET LIGHTING AND STREET FURNITURE. NOTE, HOWEVER, THAT THE CITY MAY APPROVE THE STREET SCAPE PLAN IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

I. ANY FLOOD PLAIN ALTERATION BE SUPPORTED BY A CERTIFIED ENGINEER AT THE PLAN REVIEW STAGE.

J. THE APPLICANT SHALL SUBMIT, TO THE CITY CLERK AND CITY ATTORNEY, AN UPDATED LEGAL DESCRIPTION AND PLAT, CERTIFIED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF GEORGIA, OF THE PROPERTY.

K. OWNER SHALL NOT CONSTRUCT AN ENTRANCE OR EXIT ONTO SHIELDS DRIVE FOR ACCESS TO THE PROJECT.

L. OWNER SHALL MAINTAIN A TWO HUNDRED FOOT (200) BUFFER BETWEEN THE PROJECT AND SHIELDS DRIVE, AN EXEMPTION TO THIS CONDITION SHALL AUTOMATICALLY ARISE SHOULD THE CITY COUNCIL APPROVE A REZONING OF SAID BUFFER AREA TO A SINGLE FAMILY DETACHED RESIDENTIAL ZONING CLASSIFICATION.

M. THIS REZONING APPLIES TO ONLY THE PROPERTY AND SHALL NOT BE CONSTRUED AS APPLYING TO THE AREAS ZONED COMMERCIAL ADJACENT TO THE PROPERTY.

H. AMENITIES SHALL CONSIST OF:

- 1,300 SQUARE FOOT CLUB HOUSE WITH FULL KITCHEN AND FITNESS EQUIPMENT;
- TWO (2) SEPARATE AGE-SPECIFIC PLAYGROUNDS: A FENCED TOT LOT ADJACENT TO THE CLUB HOUSE AND ANOTHER PLAYGROUND FOR OLDER CHILDREN LOCATED NEARBY TO THE CLUB HOUSE;
- COVERED PAVILION WITH FIREPLACE;
- VOLLEYBALL COURT;
- SODDED SPORTS AREA;
- PUTTING GREEN;
- TENNIS COURT - LIGHTED AND ENCLOSED FEATURING A MINIMUM OF TWO (2) PLAYING COURTS WITH A BASKETBALL GOAL;
- WALKING TRAILS AT LEAST FOURTEEN HUNDRED FEET (1,400.) IN LENGTH AND THREE FEET (3.) IN WIDTH;
- BIRD SANCTUARY INCLUDING A VARIETY OF BIRD FEEDERS AND BIRD HOUSES WITH BENCHES FOR OBSERVATION;
- GAZEBO AT ENTRANCE OF DEVELOPMENT TO SERVE AS A WAITING AREA FOR SCHOOL BUS PICK-UP; AND
- OWNER SHALL BE BOUND BY THE AMENITY REPRESENTATIONS MADE IN ITS OCTOBER 7, 2004 PROPOSED SITE PLAN ATTACHED HERETO AS EXHIBIT „A", SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

VARIANCES

A. THE MAXIMUM UNITS PER BUILDING MAY INCREASE FROM FIVE (5) UNITS TO SIX (6) UNITS PER BUILDING.

B. THE MINIMUM DISTANCE BETWEEN BUILDINGS MAY BE REDUCED FROM FORTY FEET (40.) TO TWENTY FEET (20.).

C. REDUCTION IN BUFFER FROM THIRTY FEET (30.) TO TEN FEET (10.) ALONG THE PROPOSED ENTRANCE AND BETWEEN THE PROPOSED LOCATION OF THE FIRST BUILDING FROM THE ENTRANCE AND THE PROPERTY LINE AS DEPICTED IN THE PROPOSED SITE PLAN INCLUDED IN OWNER.S OCTOBER 7, 2004 PROPOSAL ATTACHED HERETO AS EXHIBIT „A", SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

D. INDIVIDUAL RESIDENTIAL GARBAGE PICK-UP MAY BE PERMITTED.

OPEN SPACE CALCULATIONS

TOTAL ACREAGE: ±15.54 ACRES

REQUIRED OPEN SPACE

10% OF TOTAL AREA
0.10 x 15.54 AC. = 1.55 AC

Site Area:	15.54 Acres
Flood Area:	5.66 Acres
L.S. Strip / Buffer:	1.98 Acres
Detention Area:	1.48 Acres
Right-of-Way	1.47 Acres
Net Buildable Area:	6.42 Acres
Common Area:	2.88 Acres
Walking Trail:	1,655 L.F.
% of Buildable Area:	45% (Common Area/Buildable Area)
% of Total Site Area:	31% (Common Area+L.S. Strip/Buffer) (Total Site)

GENERAL SITE NOTES

1. BOUNDARY AND TOPOGRAPHICAL DATA TAKEN FROM SURVEY PERFORMED BY POINT TO POINT LAND SURVEYORS DATED 01/03/2005
2. WIDTH OF TYPICAL ROADWAY IS 26 FT.
3. LOTS SHALL UTILIZE SANITARY SEWER SERVICE.
4. POTABLE WATER SHALL BE PROVIDED BY HENRY COUNTY WATER AND SEWER AUTHORITY.
5. ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF 30' BEHIND ANY FUTURE RESIDENCE OR BUILDING.
6. PROPOSED SPEED LIMIT WITHIN DEVELOPMENT IS 25 MPH.
7. A PORTION OF THIS SITE IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 130108 0001 A DATED JUNE 15, 1983 AND SHOWN HEREON.
8. THE UTILITIES SHOWN HEREON ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
9. A TWENTY-FOOT STORM SEWER AND SANITARY SEWER EASEMENT, AS REQUIRED BY CITY OF STOCKBRIDGE AND SHOWN ON FINAL PLAT.
10. GRADE STAKES SHALL BE SET ON ALL STREETS PRIOR TO ANY STREET GRADING. AN ASBUILT SUBGRADE CENTERLINE PROFILE SHALL BE SUBMITTED AND APPROVED BY COUNTY PRIOR TO INSTALLATION OF CURB AND GUTTER OR WATER LINES.
11. AN ASBUILT DETENTION POND DETAIL AND REVISED HYDROLOGY STUDY SHALL BE SUBMITTED TO COUNTY PRIOR TO FINAL APPROVAL OF THE HENRY COUNTY BUILDING DEPARTMENT.
12. ALL UNDISTURBED BUFFERS SHALL BE FIELD LOCATED; STAKED AND FLAGGED OR MARKED WITH "TENZAR" (OR SIMILAR TYPE FENCING); AND SHALL BE SUBMITTED TO THE COUNTY FOR APPROVAL PRIOR TO GRADING.

TAX ASSESSOR NOTES

1. TAX MAP NUMBERS SAME AS LOT NUMBERS OUT OF S07-01006000.
2. LOCATION OF DRIVEWAY DETERMINES ADDRESS ON CORNER LOTS.

SITE INFORMATION

DEVELOPER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA 30250
p:770-210-4667 f:770-897-0971

OWNER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA 30250
p:770-210-4667 f:770-897-0971

ENGINEER:
LAND ENGINEERING AND DEVELOPMENT
252 KEYS FERRY ST
MCDONOUGH, GA 30253
p:678-432-5720 f:678-432-5463

LANDSCAPE ARCHITECT:
BECKY MORRIS
7960 HWY 54
SHARPSBURG, GA 30277
p:770-251-1033 f:770-254-9380

SURVEYOR:
POINT TO POINT LAND SURVEYORS, INC
12316 EAGLES LANDING PKWY STOCKBRIDGE, GA 30281
p:678-565-6848 f:678-565-6121

Subdivision Name:	Brush Creek Commons
Site Area (Total Acreage):	676,922 SQ FT/15.54 Acres
Area of R/W:	64,033 SQ. FT./1.47 Acres
Linear Feet of Road:	1,068 LF
Site Zoning:	RM-2 Townhomes w/cond.
Setbacks:	Front =20' Side = 20' w/ building Rear =30'
Max Bldg Height:	35'
Min. Lot Size:	2,160 SQ FT
Min. Lot Width:	24' min. (interior)
Total Number of Lots:	41
Acreage Calculations:	Site Area: 15.54 ac R/W Area: 1.47 ac Flood Plain Area: 5.66 ac Detention Area: 1.48 ac LS Strip & Buffer: 1.98 ac Net Acreage: 4.35 ac (15.54-1.47-5.66-1.48-1.98)=4.95
Density Calculations:	Gross Density: 41/15.54 = 2.64 upa Net Density: 41/4.952 = 8.28 upa (based on approved concept plan)
Min. Heated Space:	1,344 sf/two-story/2 car garage 1,600 sf/two-story/2 car garage

NET DENSITY IS BASED ON APPROVED CONCEPT PLAN

GEORGIA REGISTERED No. 2539 LAND SURVEYOR BRENT H. MOYE

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30220
T. 678.432.5720
F. 678.432.5463

Preliminary Plat Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
P 770.210.4663
F. 770.897.0971

DATE:	RELEASE DESCRIPTION
07-25-05	revised per city comments
12-09-05	revised per city comments
02-03-06	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

4

4 OF 26 SHEETS

FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 9:43AM Project: F:\Projects\2004\2004.039\2004.039.dwg

PAVILION

PLAYGROUND AREA

3000 SQFT SODDED SPORTS AREA

4 ft

5 ft

S38°33'20"W 360.03ft

S46°27'25"W 186.88ft

S38°42'36"W 193.44ft

R=125.00ft
A=16.90ft
Chd=S42°35'01"W
Lc=16.89ft

INVERT 24" CMP
811.4'

INVERT 24" CMP
811.9'

N50°31'01"W 146.32ft

GAZEBO

MONUMENT SIGN

SSMH
TOP:827.3

796
798
800
802
804
806
808
810
812
814
816
818
820
822
824
826
828

1
2
501
505

TODDLER CLIMBER
BENCH
STRAIGHT BALANCE BEAM
PULL-UP BAR
BENCH
RING CLIMBER
HORIZONTAL LADDER
6' SINGLE VELOCITY WAVE SLIDE
3 1/2" OD. ARCH SWING 8'
3 1/2" OD. ARCH SWING 8'

PLAYGROUND AREA

PAVILION

4 ft

TODDLER CLIMBER

BENCH

STRAIGHT BALANCE BEAM

PULL-UP BAR

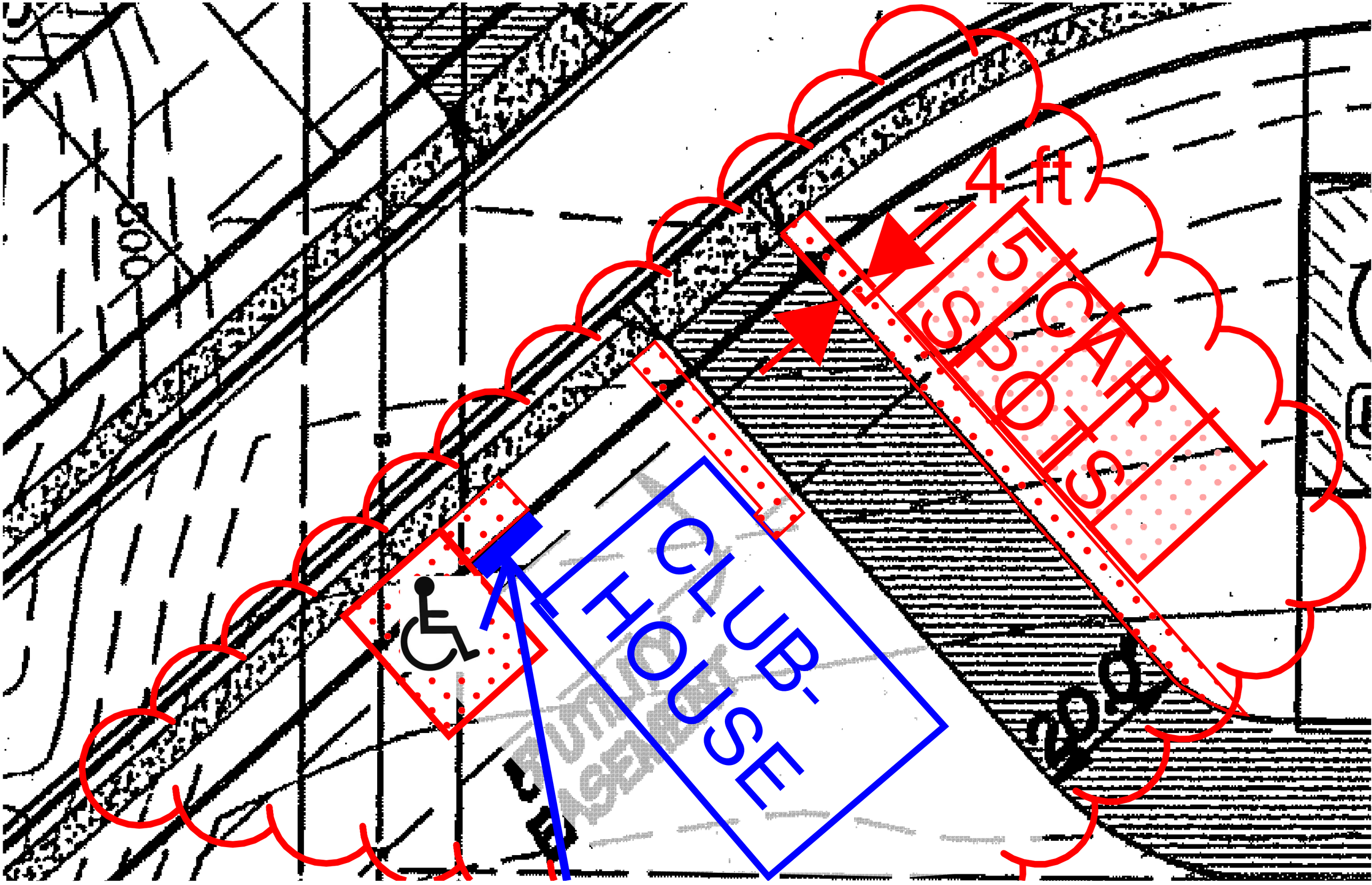
RING CLIMBER

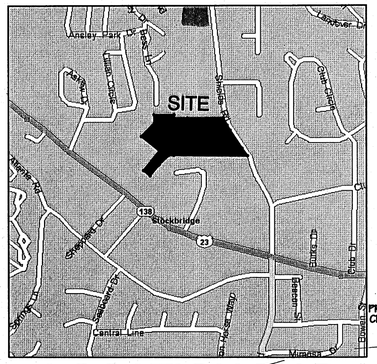
HORIZONTAL LADDER

6' SINGLE VELOCITY WAVE SLIDE

3 1/2" OD ARCH SWING 8'

3 1/2" OD ARCH SWING 8'


4 ft
5 FT CAR
SPOT
CLUB-
HOUSE



LOCATION MAP

N.T.S.

N/F
STOCKBRIDGE
MINI WAREHOUSES
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5334 North Henry Blvd.

N/F
WESTCHESTER, INC.
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7-01006004

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N/F
ANDREW CAREY BUNN
ZONED C-2

N/F
STOCKBRIDGE
STATION, L.L.C.
ZONED C-2
5244 North Henry Blvd.

PaE

CeC

CeB

CfC2

GwC3

S89°57'11"W 280.93ft

N00°15'46"E 45.02ft

N89°52'14"W 186.98ft

S89°48'17"W 199.13ft

N27°37'56"W 118.45ft

N15°10'20"W 82.49ft

SHIELDS ROAD 60' R/W

N35°14'17"W 306.52ft

N35°35'16"W 137.63ft

S89°28'51"E 1031.72ft

N89°24'04"W 66.90ft

S03°32'08"E 113.61ft

S44°09'00"W 267.47ft

S51°33'26"E 325.39ft

S38°33'29"W 360.03ft

S46°27'25"W 186.88ft

N00°01'02"E 388.96ft

S38°42'36"W 193.44ft

R=125.00ft
A=16.90ft
CHB=S42°35'01"W
LC=16.89ft

S50°31'01"E 321.51ft

N36°58'25"E 137.52ft

N50°31'01"W 118.52ft

S61°18'11"E 360.00'

N61°12'52"W 460.31'

N41°17'25"W 34.08'

N61°19'10"W 20.00'

N61°22'49"E 10.16'

S28°47'09"E 224.15'

N38°42'36"E 259.58'

S38°42'36"W 259.58'

INSTALL 12' GATE

INSTALL "STOP" SIGN PER GA DOT DETAIL R1-1

INSTALL 12" SOLID WHITE PAVEMENT MARKING PER GA DOT STANDARDS

PROPOSED 6' HIGH CHAIN LINK FENCE

AREA:
676,792 S.F.
(15.537 ACRES)

TIMBERLINE PREPARED THE BASE PLAN APPROVED IN 2005. NEW OWNER PIVOTAL ENTERPRISES, LLC PREPARED THE OVERLAYED DRAWINGS HERE.

AMENITIES:
- 1300 SQFT CLUB HOUSE NEXT TO LOT 24 (CLUSTER MAILBOX ADDED HERE)
- PAVILLION NEXT TO LOT 1 (WITH GRILL AND BENCHES)
- COMBINED SINGLE PLAYGROUND FOR MULTIPLE AGES NEXT TO PAVILLION.
- GAZEBO
- 3000 SQFT SODDED OPEN SPACE
- MONUMENT SIGN

CLUSTER MAILBOX

CLUB HOUSE

PAVILLION

3000 SQFT SODDED SPORTS AREA

PLAYGROUND AREA

GAZEBO

MONUMENT SIGN

APPROXIMATE LOCATION OF LAND LOT LINE

L.L. 70

L.L. 59

TRACT 2
DEDICATION AREA
15,748 S.F. OR
0.3615 ACRES

Brush Creek Court (50' R/W)

Brush Creek Court (60' R/W)

Brush Creek Court (50' R/W)

20' Building Setback

25' Buffer

30' Planted Buffer

25' Stream Buffer

100 YR FLOODLINE

20' SEWER EASEMENT

20' BUFFER

20' ACCESS EASEMENT

20.0' APPARENT ENCROACHMENT

EX. FENCE

BOUNDARY LINE RUNS ALONG LLL PER DEED BOOK 5641 PG 347 AND DEED BOOK 2111 PG 134

NORTH HENRY BLVD. / STATE HWY. 42 / 138 R/W VARIES

SHEPPARD DRIVE

24-HR Contact:
Brian Cagle
770-210-4663

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LEGEND

POB	POINT OF BEGINNING
IPS	IRON PIN SET
IPF	IRON PIN FOUND
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CO	SEWER CLEAN-OUT
GV	GAS VALVE

ZM-2022-01 PROPOSED SITE PLAN --11/07/22

Preliminary Plat

60 30 0 60 120 180

GRAPHIC SCALE IN FEET
Scale: 1" = 60'

TYPICAL LOT (REAR ENTRY)
SCALE: 1"=50'

ZONING CONDITIONS

ZONING REQUIREMENTS OF PROPERTY (REFER TO THE DEVELOPMENT AGREEMENT DATED DECEMBER 13, 2004.)

THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT IS CONDITIONAL UPON THE CITY REZONING THE PROPERTY TO THE ZONING CLASSIFICATION AS FOLLOWS:

A. REZONING. THE PROPERTY DESCRIBED IN EXHIBIT A, FOR A TOTAL OF 15.86 ACRES, MORE OR LESS, SHALL BE REZONED FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-2) TO MULTI-FAMILY RESIDENCE DISTRICT (RM-2 TOWNHOUSES). PROJECT NOT EXCEED 41 UNITS TOTAL.

B. REQUIREMENTS GENERALLY. OWNER SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND CONDITIONS OF THE ZONING ORDINANCE, EXCEPT WHERE SPECIFICALLY EXCLUDED HEREIN, IN THE DEVELOPMENT OF THE PROPERTY INCLUDING THOSE EXPRESSED HEREIN. FOR SPECIFIC REFERENCE, RM ORDINANCE NUMBER 03-60, EFFECTIVE ON MARCH 10, 2003, SHALL APPLY AND IS ATTACHED HERETO AS EXHIBIT D, AND INCORPORATED HEREIN BY REFERENCE. IN ADDITION TO SAID ORDINANCES, THE CONDITION CONTAINED IN THIS AGREEMENT SHALL APPLY. IF THERE IS A CONFLICT BETWEEN THE ZONING ORDINANCES AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL CONTROL.

C. DEVELOPMENT CONDITIONS.

1. THE FOLLOWING CONDITIONS SHALL APPLY TO THE PROPERTY.

A. REVISE SITE PLAN TO ADHERE TO ALL CITY OF STOCKBRIDGE RM-2 ORDINANCE REQUIREMENTS. (NOTE THAT APPROVAL OF THIS REZONING IS NOT AN APPROVAL OF THE SITE PLAN SUBMITTED.)

B. MAXIMUM BUILDING HEIGHT SHALL BE SHOWN ON THE SITE PLAN.

C. ALL TOWNHOUSES SHALL HAVE A MIXTURE OF FRONT FAÇADE CONSISTING OF COVERED ENTRYWAY, PORCHES, BAY WINDOWS AND BALCONIES. GARAGES SHALL BE ACCENTUATED WITH VARIATIONS OF DESIGN PORTIONS.

D. OWNER SHALL SUBMIT ELEVATIONS OF BUILDINGS TO BE APPROVED BY THE CITY. NOTE, HOWEVER, THAT THE CITY MAY APPROVE ELEVATIONS IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

E. EACH UNIT ELEVATION PER BUILDING SHALL BE SEPARATE AND DISTINCT FROM THE OTHER AND SHALL INCLUDE VARIATIONS IN ROOFLINES WHICH MAY BE ACCOMPLISHED WITH THE USE OF DORMERS, GABLES AND/OR FIREPLACES.

F. ALL EXTERIOR FACADES SHALL CONSIST OF BRICK. THE CORNICES AND GABLES SHALL CONSIST OF STUCCO, STONE, AND/OR HARDI-PLANK.

G. OWNER SHALL INSTALL STREET TREES ALONG ALL STREETS TO BE PLACED BETWEEN THE SIDEWALK AND THE FRONT PROPERTY LINES, HAVE A MINIMUM TWO AND ONE-HALF INCH (2.5) CALIBER (D.B.H.), SHALL HAVE A MINIMUM TWENTY-FIVE FOOT (24 SQ.FT.) PLANTING AREA AND SHALL BE SPACED AN EVERAGE OF FORTY-FIVE FEET (45) APART. OWNER SHALL PROVIDE A LIST OF TEN (10) TREES TO BE PROVIDED AND SUBJECT TO MODIFICATION BY THE CITY.

H. A STREET SCAPING PLAN SHALL BE SUBMITTED TO HENRY COUNTY PLANNING AND ZONING STAFF FOR COMMENTS AND APPROVED BY THE CITY TO INCLUDE SIDEWALKS, STREET TREES, LANDSCAPING, STREET LIGHTING AND STREET FURNITURE., NOTE, HOWEVER, THAT THE CITY MAY APPROVE THE STREET SCAPE PLAN IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

I. ANY FLOOD PLAIN ALTERATION BE SUPPORTED BY A CERTIFIED ENGINEER AT THE PLAN REVIEW STAGE.

J. THE APPLICANT SHALL SUBMIT, TO THE CITY CLERK AND CITY ATTORNEY, AN UPDATED LEGAL DESCRIPTION AND PLAT, CERTIFIED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF GEORGIA, OF THE PROPERTY.

K. OWNER SHALL NOT CONSTRUCT AN ENTRANCE OR EXIT ONTO SHIELDS DRIVE FOR ACCESS TO THE PROJECT.

L. OWNER SHALL MAINTAIN A TWO HUNDRED FOOT (200.) BUFFER BETWEEN THE PROJECT AND SHIELDS DRIVE. AN EXEMPTION TO THIS CONDITION SHALL AUTOMATICALLY ARISE SHOULD THE CITY COUNCIL APPROVE A REZONING OF SAID BUFFER AREA TO A SINGLE FAMILY DETACHED RESIDENTIAL ZONING CLASSIFICATION.

M. THIS REZONING APPLIES TO ONLY THE PROPERTY AND SHALL NOT BE CONSTRUED AS APPLYING TO THE AREAS ZONED COMMERCIAL ADJACENT TO THE PROPERTY.

H. AMENITIES SHALL CONSIST OF:

- 1,300 SQUARE FOOT CLUB HOUSE WITH FULL KITCHEN AND FITNESS EQUIPMENT;
- TWO (2) SEPARATE AGE-SPECIFIC PLAYGROUNDS: A FENCED TOT LOT ADJACENT TO THE CLUB HOUSE AND ANOTHER PLAYGROUND FOR OLDER CHILDREN LOCATED NEARBY TO THE CLUB HOUSE;
- COVERED PAVILION WITH FIREPLACE;
- VOLLEYBALL COURT;
- SODDED SPORTS AREA;
- PUTTING GREEN;
- TENNIS COURT - LIGHTED AND ENCLOSED FEATURING A MINIMUM OF TWO (2) PLAYING COURTS WITH A BASKETBALL GOAL;
- WALKING TRAILS AT LEAST FOURTEEN HUNDRED FEET (1,400.) IN LENGTH AND THREE FEET (3.) IN WIDTH;
- BIRD SANCTUARY INCLUDING A VARIETY OF BIRD FEEDERS AND BIRD HOUSES WITH BENCHES FOR OBSERVATION;
- GAZEBO AT ENTRANCE OF DEVELOPMENT TO SERVE AS A WAITING AREA FOR SCHOOL BUS PICK-UP; AND
- OWNER SHALL BE BOUND BY THE AMENITY REPRESENTATIONS MADE IN ITS OCTOBER 7, 2004 PROPOSED SITE PLAN ATTACHED HERETO AS EXHIBIT A., SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

VARIANCES

A. THE MAXIMUM UNITS PER BUILDING MAY INCREASE FROM FIVE (5) UNITS TO SIX (6) UNITS PER BUILDING.

B. THE MINIMUM DISTANCE BETWEEN BUILDINGS MAY BE REDUCED FROM FORTY FEET (40.) TO TWENTY FEET (20.).

C. REDUCTION IN BUFFER FROM THIRTY FEET (30.) TO TEN FEET (10.) ALONG THE PROPOSED ENTRANCE AND BETWEEN THE PROPOSED LOCATION OF THE FIRST BUILDING FROM THE ENTRANCE AND THE PROPERTY LINE AS DEPICTED IN THE PROPOSED SITE PLAN INCLUDED IN OWNER.S OCTOBER 7, 2004 PROPOSAL ATTACHED HERETO AS EXHIBIT A., SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

D. INDIVIDUAL RESIDENTIAL GARBAGE PICK-UP MAY BE PERMITTED.

OPEN SPACE CALCULATIONS

TOTAL ACREAGE: ±15.54 ACRES

REQUIRED OPEN SPACE

10% OF TOTAL AREA
0.10 x 15.54 AC. = 1.55 AC

Site Area:	15.54 Acres
Flood Area:	5.66 Acres
L.S. Strip / Buffer:	1.98 Acres
Detention Area:	1.48 Acres
Right-of-Way	1.47 Acres
Net Buildable Area:	6.42 Acres
Common Area:	2.88 Acres
Walking Trail:	1,655 L.F.
% of Buildable Area:	45% (Common Area/Buildable Area)
% of Total Site Area:	31% (Common Area+L.S. Strip/Buffer) (Total Site)

GENERAL SITE NOTES

1. BOUNDARY AND TOPOGRAPHICAL DATA TAKEN FROM SURVEY PERFORMED BY POINT TO POINT LAND SURVEYORS DATED 01/03/2005

2. WIDTH OF TYPICAL ROADWAY IS 26 FT.

3. LOTS SHALL UTILIZE SANITARY SEWER SERVICE.

4. POTABLE WATER SHALL BE PROVIDED BY HENRY COUNTY WATER AND SEWER AUTHORITY.

5. ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF 30' BEHIND ANY FUTURE RESIDENCE OR BUILDING.

6. PROPOSED SPEED LIMIT WITHIN DEVELOPMENT IS 25 MPH.

7. A PORTION OF THIS SITE IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 130108 0001 A DATED JUNE 15, 1983 AND SHOWN HEREON.

8. THE UTILITIES SHOWN HEREON ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.

9. A TWENTY-FOOT STORM SEWER AND SANITARY SEWER EASEMENT, AS REQUIRED BY CITY OF STOCKBRIDGE AND SHOWN ON FINAL PLAT.

10. GRADE STAKES SHALL BE SET ON ALL STREETS PRIOR TO ANY STREET GRADING. AN ASBUILT SUBGRADE CENTERLINE PROFILE SHALL BE SUBMITTED AND APPROVED BY COUNTY PRIOR TO INSTALLATION OF CURB AND GUTTER OR WATER LINES.

11. AN ASBUILT DETENTION POND DETAIL AND REVISED HYDROLOGY STUDY SHALL BE SUBMITTED TO COUNTY PRIOR TO FINAL APPROVAL OF THE HENRY COUNTY BUILDING DEPARTMENT.

12. ALL UNDISTURBED BUFFERS SHALL BE FIELD LOCATED; STAKED AND FLAGGED OR MARKED WITH "TENZAR" (OR SIMILAR TYPE FENCING); AND SHALL BE SUBMITTED TO THE COUNTY FOR APPROVAL PRIOR TO GRADING.

NET DENSITY IS BASED ON APPROVED CONCEPT PLAN

TAX ASSESSOR NOTES

1. TAX MAP NUMBERS SAME AS LOT NUMBERS OUT OF S07-01006000.

2. LOCATION OF DRIVEWAY DETERMINES ADDRESS ON CORNER LOTS.

SITE INFORMATION

DEVELOPER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA 30250
p:770-210-4667 f:770-897-0971

OWNER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA 30250
p:770-210-4667 f:770-897-0971

ENGINEER:
LAND ENGINEERING AND DEVELOPMENT
252 KEYS FERRY ST
MCDONOUGH, GA 30253
p:678-432-5720 f:678-432-5463

LANDSCAPE ARCHITECT:
BECKY MORRIS
7960 HWY 54
SHARPSBURG, GA 30277
p:770-251-1033 f:770-254-9380

SURVEYOR:
POINT TO POINT LAND SURVEYORS, INC
1231C EAGLES LANDING PKWY STOCKBRIDGE, GA 30281
p:678-565-6848 f:678-565-6121

Subdivision Name:	Brush Creek Commons
Site Area (Total Acreage):	676,922 SQ FT/15.54 Acres
Area of R/W:	64,033 SQ. FT/1.47 Acres
Linear Feet of Road:	1,068 LF
Site Zoning:	RM-2 Townhomes w/cond.
Setbacks:	Front =30' Side = 20' w/ building Rear =30'
Max Bldg Height:	35'
Min. Lot Size:	2,160 SQ FT
Min. Lot Width:	24' min. (interior)
Total Number of Lots:	41
Acreage Calculations:	Site Area: 15.54 ac R/W Area: 1.47 ac Flood Plain Area: 5.66 ac Detention Area: 1.48 ac LS Strip & Buffer: 1.98 ac Net Acreage: 4.95 ac (15.54-1.47-5.66-1.48-1.98)=4.95
Density Calculations:	Gross Density: 41/15.54 = 2.64 upa Net Density: 41/4.952 = 8.28 upa (based on approved concept plan)
Min. Heated Space:	1,344 sf/two-story/2 car garage 1,600 sf/two-story/2 car garage

GEORGIA
No. 23531
PRELIMINARY
03-17-06
REGISTERED ENGINEER
BRENT H. MOYE

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Preliminary Plat Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
p 770.897.0971

DATE:	RELEASE DESCRIPTION
07-25-05	revised per city comments
12-09-05	revised per city comments
02-03-06	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

4

4 OF 26 SHEETS

FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 6:43AM Project: F:\Projects\2004\2004.039\2004.039.civil.prp

SEILER & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS

November 7, 2022

City of Stockbridge
Planning and Zoning Division
Community Development Department
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, Ga 30281

Re: Brush Creek Commons
Stockbridge, Georgia
Final Subdivision Plat via: e-mail

To whom it may concern.

It is my understanding there have been some questions raised about the extent of surveying field work and existing condition location reflected on our Final Subdivision Plat for the subject property. Please allow me to address these questions.

Seiler & Associates, Inc. was engaged by Pivotal Enterprises, LLC. to provide comprehensive surveying services to support our client's objective of subdividing the subject property.

As part of this engagement, Seiler & Associates, Inc. has undertaken the following tasks:

- Performed search of public records to obtain deeds, plats and plans relating to the subject property and surrounding properties.
- Established a new survey field control network surrounding the perimeter of the property.
- Field located existing property corner monuments along the perimeter of the subject property. This information was then evaluated and verified by a Georgia Licensed Surveyor in conjunction with the subject property deeds and surrounding adjoiner deeds.
- Field location of existing conditions, within and surrounding the subject property, including streets, utilities, drives and fences.
- Field location of the previously constructed curb and pavement for the new interior street to be dedicated to the City of Stockbridge.
- Field as-builts of previously installed water facilities within the subject property, including water meters, valves and fire hydrants.
- Field as-builts of previously installed sewer facilities within the subject property, such as manholes and sewer cleanouts.
- Field as-builts of previously installed storm drainage structures within the subject property, such as catch basins, inlets, junction boxes, and one water quality structure.

124 ANDREW DR. STOCKBRIDGE, GA 30281
678-565-9200 (PHONE) 678-565-9621 (FAX)

- Preparation of one (1) Final Subdivision Plat for submittal to City of Stockbridge. This work included depicting the field verified boundary information and plotting of existing conditions within and surrounding the property, along with depicting the proposed lots, required easements, setbacks, and buffers. Our work also included field setting of all property corner pins for the proposed lots shown on the Subdivision Plat.

- Preparation of Sewer and Water As-built drawings for submittal to the City of Stockbridge and/or The Henry County Water Authority.

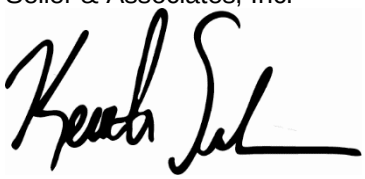
- Preparation of Storm Structure As-built drawings for submittal to the City of Stockbridge.

All field and office work has been performed under the direct supervision of a Georgia Licensed Professional Land Surveyor, as certified to on the Final Subdivision Plat and various As-built drawings.

I hope this answers your questions concerning the extent of field work and existing conditions location that went into our preparation of the Final Subdivision Plat. If you have any additional questions or if I can be of further assistance, please let me know.

Respectfully submitted,

Seiler & Associates, Inc.



Keith R. Seiler, GA RLS #2388
President

AERIAL PHOTOGRAPH OF PARCEL #S07-01006005
FOR THE PROPOSED "BRUSH CREEK COMMONS" TOWNHOME DEVELOPMENT

qPublic.net™ Henry County, GA

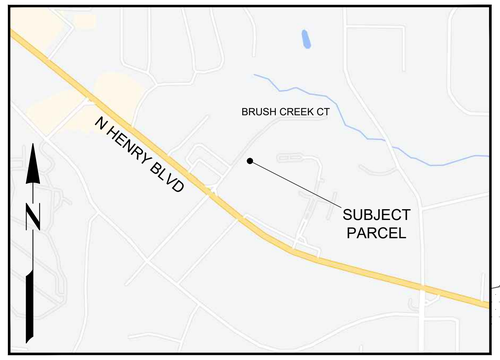
Legend

- Parcels
- Roads
- Land Lots

Flood Map

- X - 500 Year Flood
- 0.2 - Areas of 0.2% annual chance floo
- A - 100 Year Flood Area - Areas of 1% annual chance floo also known as the base flood. Base Flood Elevations (BFE) have not bee determined.
- AE - 100 Year Flood Area - Areas of 1% annual chance floo also known as the base flood. Determined by detailed methods with Base Flood Elevations (BFE).
- AO - Areas subject inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet
- Wetlands

Parcel ID	S07-01006005	**Class**	C	**Owner**	PIVOTAL ENTERPRISES	**Land Value:**	$413,000	**Last 2 Sales**	
Property Address	SHIELDS RD	**Acreage**	15.895	**Address**	LLC 1705 ENTERPRISE WAY STE S-100 MARIETTA GA 30067	**Building Value:**	$0	**Date** / **Price** / **Reason** / **Qual** 3/22/2021 / $387,000 / MULTI PARCEL / U	
District	City/Stockbridge					**Misc Value:**	$0	2/29/2012 / $28,000 / PART INT / U	
						Total Value:	$413,000		



VICINITY MAP
NOT TO SCALE

N/F
STOCKBRIDGE MHC LLC
TAX PARCEL #
S06-01005000
DEED BOOK 15249 PAGE 172

N/F
WANG SAKEN C/O GUARDIAN PROPERTY MGMT
TAX PARCEL #
S11-05004000
DEED BOOK 14899 PAGE 1

N/F
NAGEL HOLDINGS LLC
TAX PARCEL #
S07-01005000
DEED BOOK 7620 PAGE 164

N/F
NAGEL HOLDINGS LLC
TAX PARCEL #
S07-01006004
DEED BOOK 7620 PAGE 164

N/F
TH41 LLC & TARZANNA PROP LLC
TAX PARCEL #
S07-01006005
DEED BOOK 12441 PAGE 287

N/F
THOMAS SAM ET AL
C/O QUICK TRIP CORP
TAX PARCEL #
S07-01006001
DEED BOOK 3696 PAGE 325

N/F
TH41 LLC & TARZANNA PROP LLC
TAX PARCEL #
S07-01006000
DEED BOOK 13429 PAGE 204

N/F
YUN JOHN
TAX PARCEL #
S07-01006003
DEED BOOK 14867 PAGE 158

N/F
13 OLIVA HOLDINGS LLC
TAX PARCEL #
S12-01012000
DEED BOOK 15322 PAGE 79

N/F
DARLENE BREWSTER-CLARK &
FREDDIE CLARK
TAX PARCEL #
S11-05002000
DEED BOOK 8144 PAGE 121

SSMH
TOP= 790.91
IN= 782.79
OUT= 782.63
TABLE= 783.03

SSMH (OUTSIDE DROP)
TOP= 789.78
IN(N)= 781.90
IN(S-HIGH)= 781.88
IN(S-LOW)= 777.18
IN(W)= 776.68
OUT= 776.56
TABLE= 777.84

SSMH
TOP= 789.00
IN= 775.58
OUT= 775.50
TABLE= 776.76

SSMH
TOP= 788.47
IN(N)= 782.19
IN(NW)= 775.05
OUT= 775.03
TABLE= 776.39

SSMH (INSIDE DROP)
TOP= 791.21
IN(N-HIGH)= 786.23
IN(N-LOW)= 777.13
IN(NE)= 787.35
OUT= 777.01
TABLE= 777.89

SSMH
TOP= 792.21
IN(NE)= 775.33
IN(W)= 774.03
OUT= 774.01
TABLE= 775.35

SSMH (OUTSIDE DROP)
TOP= 789.64
IN(N-HIGH)= 781.12
IN(N-LOW)= 774.26
IN(W)= 772.44
OUT= 772.38
TABLE= 773.62

SSMH
TOP= 785.63
IN= 773.33
OUT= 773.35
TABLE= 774.77

SSMH
TOP= 778.09
IN= 765.83
OUT= 765.77
TABLE= 767.01

SSMH
TOP= 773.46
IN= 765.08
OUT= 764.54
TABLE= 765.14

SSMH
TOP= 787.88
IN= 778.64
OUT= 778.60
TABLE= 779.80

SSMH
TOP= 788.51
IN= 778.35
OUT= 778.11
TABLE= 779.53

EX.SSMH (OUTSIDE DROP)
TOP= 795.11
IN(S-HIGH)= 790.11
IN(S-LOW)= 783.79
IN(E)= 784.41
OUT= 783.67
TABLE= 784.35

SSMH
TOP= 794.70
IN= 784.46
OUT= 784.30
TABLE= 785.36

SSMH A
TOP= 795.99
IN(SW)= 784.61
IN(E)= 784.71
OUT= 784.67
TABLE= 785.37

SSMH B
TOP= 805.35
INACCESSIBLE

SSMH C
TOP= 792.44
IN= 786.14
OUT= 784.96
TABLE= 787.36

SSMH D
TOP= 792.27
IN= 786.73
OUT= 786.49
TABLE= 787.69

SSMH E
TOP= 799.23
IN(W)= 791.62
IN(E)= 791.42
OUT= 791.46
TABLE= 792.08

SSMH F
TOP= 803.96
IN(SW)= 798.92
IN(S)= 798.94
OUT= 798.70
TABLE= 799.46

SSMH G
TOP= 796.24
IN(SE)= 792.54
IN(S)= 792.12
OUT= 791.74
TABLE= 792.70

SSMH
TOP= 817.40
IN(S)= 806.02
IN(SSE)= 808.44
IN(SE)= 807.08
OUT= 805.10
TABLE= 805.62

SSMH (OUTSIDE DROP)
TOP= 820.76
IN(S-HIGH)= 811.98
IN(S-LOW)= 807.62
OUT= 806.58
TABLE= 807.22

1/2" REBAR FOUND

1/2" OPEN TOP PIPE FOUND & USED

3/8" REBAR FOUND & USED

REBAR & SURVEYOR'S CAP FOUND & USED (STAMPED "COA 613")

REBAR & SURVEYOR'S CAP FOUND & USED

N89°59'58"E 280.93'

S10°43'48"W 45.67'

S89°47'27"E 195.32'

N89°51'21"E 499.19'

N89°25'38"W 1029.39'

S14°45'51"E 130.27'

N51°11'30"W 360.00'

S51°16'49"E 359.93'

N38°34'50"E 186.75'

S46°31'16"W 460.31'

N44°03'39"E 287.71'

N51°33'45"W 325.00'

N51°13'30"W 1911.11'

S00°22'20"W

ARC= 118.52'
RAD.= 877.59'
CHD.= S26°27'31"E
118.43'

ARC= 82.69'
RAD.= 1,308.95'
CHD.= S31°24'37"E
82.68'

ARC= 306.53'
RAD.= 12,398.91'
CHD.= S33°29'29"E
306.52'

30' PLANTED BUFFER

25' UNDISTURBED STREAM BUFFER

20' ACCESS ESMT.

24' ACCESS ESMT.

10' BSL

5' UE

10' BSL
5' UE

15' NO ACCESS EASEMENT

200' BUFFER

REGULATORY FLOODWAY

1% ANNUAL CHANCE FLOOD

C/L BRUSH CREEK

C/L EX. BRANCH

C/A BRUSH CREEK

C/A CREEK

PROP. ESMT. EXPANSION

EX. 20' SEWER EASEMENT

PROPOSED TEMP. EXPANSION TO TOTAL 40' EASEMENT

PROP. 20' SEWER EASEMENT SHIFT

PROPOSED TEMP. EXPANSION TO TOTAL 40' EASEMENT

12' ANNUAL CHANGE SEWER EASEMENT SHIFT

CROSS SECTION (BE-787')

CROSS SECTION (BE-780')

CROSS SECTION (BE-774')

CROSS SECTION (BE-775')

20.9' — APPARENT ENCHROACHMENT

4.5' — APPARENT FENCE ENCROACHMENT

SHIELDS ROAD 60' R/W

BRUSH CREEK CT. (50' R/W)

NORTH HENRY PARKWAY
S.R. 42/138
(R/W VARIES)

APPROX. LAND LOT LINE

BOUNDARY LINE RUNS ALONG LLL PER DEED BOOK 5641 PG 347 AND DEED BOOK 2111 PG 134

APPROX. LOCATION OF 8" DUCTILE IRON WATER LINE

SANITARY SEWER LINE PER SURVEY REF. # 1 (NOT FIELD LOCATED)

SANITARY SEWER MANHOLE PER SURVEY REF. # 1 (NOT FIELD LOCATED)

WATER VALVES & FIRE HYDRANT (TYP.)

WATER METERS (TYP.)

SANITARY SEWER LATERAL (TYP.)

EX.DEDICATED ACCESS DB 5641 PG 345 & DB 3969 PG 288

10' PARKING EASE. DB 5365 PG 153-165

30' ACCESS EASEMENT DB 3969 PG 288

P.O.B.

GRID NORTH
NAD 83 (2011)
GA WEST ZONE

LEGEND

- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- LIGHT POLE (LP)
- POWER POLE (PP)
- ELECTRIC TRANSFORMER (XFMR)
- TELEPHONE PEDESTAL (TP)
- ELECTRIC METER (EM)
- CABLE TV PEDESTAL (CTV)
- DOUBLE WING CATCH BASIN (DWCB)
- SINGLE WING CATCH BASIN (SWCB)
- DROP INLET (DI)
- SANITARY SEWER MANHOLE (SSMH)
- JUNCTION BOX (JB)
- SANITARY SEWER LATERAL (LAT)
- COMMUNICATIONS STUB (COMM)
- COMMUNICATIONS BOX
- TRANSFORMER (XFMR)
- ELECTRIC STUB

N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PG. = PAGE
FD. = FOUND
MEAS. = MEASURED
REC. = RECORD
CALC. = CALCULATED
P/L = PROPERTY LINE
C/L = CENTERLINE
CONC. = CONCRETE
CHD. = CHORD
PVMT = PAVEMENT
MS = METAL SIGN
S.S.E. = SANITARY SEWER EASEMENT
BSL = BUILDING SETBACK LINE
UE = UTILITY EASEMENT
CO = SANITARY SEWER CLEANOUT
C.M.F. = CONCRETE MONUMENT
R/W = RIGHT-OF-WAY

SS = SANITARY SEWER LINE

60' 0 60' 120' 180' 240'

GRAPHIC SCALE: 1" = 60'

SURVEYOR'S REFERENCES

1. FINAL PLAT FOR BRUSH CREEK COMMONS PREPARED BY POINT TO POINT LAND SURVEYORS DATED JANUARY 29, 2018.
2. APPROVED SITE DEVELOPMENT PLANS FOR BRUSH CREEK COMMONS BY LAND ENGINEERING AND DEVELOPMENT DATED JANUARY 25, 2005 (LAST REVISED 3-17-06).

FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANEL NUMBER: ***1351C0086D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, (NO) PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

SURVEYOR'S NOTES

1. A TOPCON DS 105 (ROBOTIC TOTAL STATION), TOPCON TRAVERSING EQUIPMENT, A 200 FOOT TAPE, AND SPECTRA PRECISION SP80 VRS GPS EQUIPMENT WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED DID NOT FORM A CLOSED FIGURE, THEREFORE NO CLOSURE INFORMATION IS REPORTED.
3. NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
4. THE SOURCE OF VERTICAL DATUM IS EGPS VRS CORS NETWORK.
5. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)). THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
6. THE FIRM OF SEILER & ASSOCIATES, INC DOES NOT CERTIFY TO THE CORRECTNESS OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN HEREON. CONTACT THE UTILITY PROTECTION CENTER (800-282-7411) PRIOR TO ANY DIGGING.
7. THE FIRM OF SEILER & ASSOCIATES, INC. DOES NOT CERTIFY TO THE EXISTENCE OR NONEXISTENCE OF FITTINGS, COUPLINGS, THRUST BLOCKS, COMPACTION, PIPE BEDDING, OR OTHER MATTERS NOT TYPICALLY REVEALED BY AN ABOVE GROUND FIELD SURVEY.

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SEILER & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
124 ANDREW DRIVE • STOCKBRIDGE • GA 30281 • 678-565-9200 • LSF #390
FIND US ON THE WEB AT WWW.SEILERASSOC.COM

SANITARY SEWER & WATER LINE AS BUILT RECORD DRAWINGS FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

REVISIONS

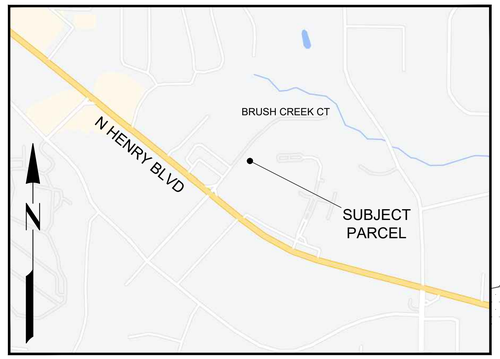
NO.	DESCRIPTION	DATE	BY	APPR.

DATE: AUGUST 10, 2021
SCALE: HORIZ. 1" = 60'
VERT.: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
LAND LOT(S): 69 & 70
DISTRICT: 12 TH
SECTION: N/A
COUNTY: HENRY
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-400-001-0.dwg

GEORGIA
2356
REGISTERED
LAND SURVEYOR
KEITH SEILER
8-10-21

SHEET 1 OF 2

C:\Users\DW\Seiler & Associates Inc\Seiler & Associates Inc - Team Site - Documents\Yardley\Yard Projects\PJ\20022\dwg\20022-400-001-0.dwg, PLAN SEW WATER BW, Aug 10, 2021 - 4:16:37pm



VICINITY MAP
NOT TO SCALE

N/F
STOCKBRIDGE MHC LLC
TAX PARCEL # 506-01005000
DEED BOOK 15249 PAGE 172

N/F
WANG SAKEN C/O GUARDIAN PROPERTY MGMT
TAX PARCEL # 511-05004000
DEED BOOK 14899 PAGE 1

N/F
NAGEL HOLDINGS LLC
TAX PARCEL # S07-01005000
DEED BOOK 7620 PAGE 164

N/F
NAGEL HOLDINGS LLC
TAX PARCEL # S07-01006004
DEED BOOK 7620 PAGE 164

N/F
TH41 LLC & TARZANNA PROP LLC
TAX PARCEL # S07-01006005
DEED BOOK 12441 PAGE 287

N/F
13 OLIVA HOLDINGS LLC
TAX PARCEL # S12-01012000
DEED BOOK 15322 PAGE 79

N/F
DARLENE BREWSTER-CLARK & FREDDIE CLARK
TAX PARCEL # S11-05002000
DEED BOOK 8144 PAGE 121

N/F
THOMAS SAM ET AL
C/O QUICK TRIP CORP
TAX PARCEL # S07-01006001
DEED BOOK 3696 PAGE 325

N/F
TH41 LLC & TARZANNA PROP LLC
TAX PARCEL # S07-01006000
DEED BOOK 13429 PAGE 204

N/F
YUN JOHN
TAX PARCEL # S07-01006003
DEED BOOK 14867 PAGE 158

N89°59'58"E 280.93'
S10°43'48"W 45.67'
S89°47'27"E 195.32'
N89°51'21"E 499.19'
N89°25'38"W 1029.39'
S34°45'51"E 130.27'
S46°31'16"W 186.75'
N44°10'39"E 287.71'
N51°33'45"W 325.00'
S51°16'49"E 359.93'
N57°11'30"E 360.00'
N38°34'50"E 460.31'
N01°22'20"W 1,161.11'

ARC= 118.52'
RAD.= 877.59'
CHD.= S26°27'31"E
118.43'

ARC= 82.69'
RAD.= 1,308.95'
CHD.= S31°24'37"E
82.68'

ARC= 306.53'
RAD.= 12,398.91'
CHD.= S33°29'29"E
306.52'

SHIELDS ROAD 60' R/W

NORTH HENRY PARKWAY
S.R. 42/138
(R/W VARIES)

BRUSH CREEK CT. (50' R/W)

APPROX. LAND LOT LINE

BOUNDARY LINE RUNS ALONG LL PER DEED BOOK 5641 PG 347 AND DEED BOOK 2111 PG 134

P.O.B.

GRID NORTH
NAD 83 (2011)
GA WEST ZONE

DWHW 1 INV= 790.23
DWHW 19 INV= 782.69
DWHW 3 INV= 791.72
DWHW 20 INV= 784.27
DWHW 12 INV= 803.74
DWHW 15 INV= 780.45

JB 4 TOP= 801.49 IN= 791.77 OUT= 791.13
JB 5 TOP= 803.77 IN= 792.81 OUT= 792.67
JB 6-A TOP= 803.80 IN= 795.92 OUT= 794.44
JB 7 TOP= 806.04 IN= 795.76 OUT= 795.78
JB 8 TOP= 809.91 IN(SW)= 800.29 IN(SE)= 801.09 OUT= 800.07
JB 11 TOP= 828.77 IN(SE)= 820.98 IN(SW)= 816.55 OUT= 816.13
JB 16 TOP= 793.88 IN(NW)= 781.22 IN(SW)= 781.40 OUT= 781.24
JB 17 TOP= 797.07 C/L= 783.35 (APPROX.) FULL OF DEBRIS

YI 6 TOP= 802.19 IN(E)= 793.65 IN(S)= 792.79 OUT= 793.47

DWCB 13 TOP= 803.45 IN= 798.13 OUT= 797.83
DWCB 14 TOP= 803.70 OUT= 798.34
DWCB 18 TOP= 795.24 OUT= 782.88

SWCB 9 TOP= 817.83 IN= 809.93 OUT= 809.45
SWCB 10 TOP= 817.47 IN= 810.39 OUT= 810.31
SWCB TOP= 834.84 IN= 831.06 OUT= 831.06
SWCB TOP= 835.02 IN= 825.18 OUT= 825.12
SWCB TOP= 836.61 IN= 826.49 OUT= 826.17

SSMH TOP= 830.42 IN= 824.28 OUT= 824.18 TABLE= 824.86

WATER QUALITY UNIT

REBAR & SURVEYOR'S CAP FOUND & USED (STAMPED "COA 613")
1/2" REBAR FOUND
1/2" OPEN TOP PIPE FOUND & USED
3/8" REBAR FOUND & USED

APPROX. LOCATION OF OUTLET STRUCTURE PER SURVEY REF. #1 (NOT FIELD LOCATED)
APPROX. LOCATION OF HEADWALL & JUNCTION STRUCTURE PER SURVEY REF. #1 (NOT FIELD LOCATED)

EX.DEDICATED ACCESS DB 5641 PG 345 & DB 3969 PG 288
10' PARKING EASE. DB 5365 PG 153-165
30' ACCESS EASEMENT DB 3969 PG 288

30' PLANTED BUFFER
25' UNDISTURBED STREAM BUFFER
200' BUFFER
15' NO ACCESS EASEMENT
20' ACCESS ESMT.
24' ACCESS ESMT.
10' BSL
5' UE
20' S.S.E.
20.9' - APPARENT ENCHROACHMENT
453' - APPARENT FENCE ENCROACHMENT

C/L BRUSH CREEK
C/A BRUSH CREEK
C/L EL BRANCH
C/L CREEK

REGULATORY FLOODWAY
1% ANNUAL CHANCE FLOOD

CROSS SECTION DB 7787
CROSS SECTION DB 7780
CROSS SECTION DB 7774

LEGEND

- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- LIGHT POLE (LP)
- POWER POLE (PP)
- ELECTRIC TRANSFORMER (XFMR)
- TELEPHONE PEDESTAL (TP)
- ELECTRIC METER (EM)
- CABLE TV PEDESTAL (CTV)
- DOUBLE WING CATCH BASIN (DWCB)
- SINGLE WING CATCH BASIN (SWCB)
- DROP INLET (DI)
- SANITARY SEWER MANHOLE (SSMH)
- JUNCTION BOX (JB)
- SANITARY SEWER LATERAL (LAT)
- COMMUNICATIONS STUB (COMM)
- COMMUNICATIONS BOX
- TRANSFORMER (XFMR)
- ELECTRIC STUB

N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PG. = PAGE
FD. = FOUND
MEAS. = MEASURED
REC. = RECORD
CALC. = CALCULATED
P/L = PROPERTY LINE
C/L = CENTERLINE
CONC. = CONCRETE
CHD. = CHORD
PVMT = PAVEMENT
MS = METAL SIGN
S.S.E. = SANITARY SEWER EASEMENT
BSL = BUILDING SETBACK LINE
UE = UTILITY EASEMENT
CO = SANITARY SEWER CLEANOUT
C.M.F. = CONCRETE MONUMENT
R/W = RIGHT-OF-WAY

—SS— = SANITARY SEWER LINE

SURVEYOR'S REFERENCES

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2. APPROVED SITE DEVELOPMENT PLANS FOR BRUSH CREEK COMMONS BY LAND ENGINEERING AND DEVELOPMENT DATED JANUARY 25, 2005 (LAST REVISED 3-17-06).

60' 0 60' 120' 180' 240'
GRAPHIC SCALE: 1" = 60'

FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANEL NUMBER: ***1351C0086D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, (NO) PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

SURVEYOR'S NOTES

1. A TOPCON DS 105 (ROBOTIC TOTAL STATION), TOPCON TRAVERSING EQUIPMENT, A 200 FOOT TAPE, AND SPECTRA PRECISION SP80 VRS GPS EQUIPMENT WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED DID NOT FORM A CLOSED FIGURE, THEREFORE NO CLOSURE INFORMATION IS REPORTED.
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5. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)). THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
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STORM SEWER AS BUILT RECORD DRAWINGS FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED 2358 LAND SURVEYOR
KEITH SEILER
8-10-21

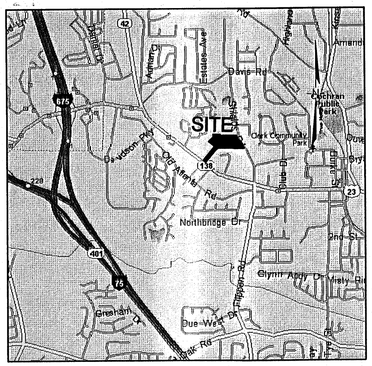
NO.	DESCRIPTION	DATE	BY	APPR.
	REVISIONS			

DATE: AUGUST 10, 2021
SCALE: HORIZ. 1" = 60'
VERT.: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
LAND LOT(S): 59 & 70
DISTRICT: 12 TH
SECTION: N/A
COUNTY: HENRY
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-400-001-0.dwg

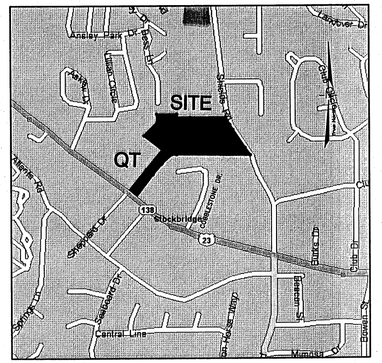
SHEET 1 OF 2

C:\Users\Bill\Seiler & Associates, Inc\Seiler & Associates, Inc Team Site - Documents\Various\Word Projects\PROJECTS\20xx\20022-400-001-0.dwg, PLAN STORM, Bill, Aug 10, 2021 - 4:04:58pm

SITE DEVELOPMENT PLANS FOR BRUSH CREEK COMMONS



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

IT'S THE LAW!
CALL BEFORE YOU DIG 800-282-7411
UTILITIES PROTECTION CENTER
72 HOURS NOTICE REQUIRED

NOTE: The HC Water Authority still has unresolved sewer capacity issues in this area, which are currently being studied. The Developer may proceed with this project at his own risk.

GENERAL NOTES

1. SITE AREA: ±15.54 ACRES
PROPERTY IS ZONED RM-2 TOWNHOMES W/CONDITIONS

2. USAGE: TOWNHOMES

3. SURVEY REFERENCE: BOUNDARY AND TOPOGRAPHIC SURVEY DATA TAKEN FROM SURVEY PREPARED FOR TIMBERLINE GROUP LLC BY POINT TO POINT LAND SURVOYERS, INC. DATED JANUARY 03, 2005.

4. CONTRACTOR SHALL NOTIFY INSPECTOR A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION.

5. CONTRACTOR SHALL DISPLAY ALL APPLICABLE PERMITS ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.

6. CONTRACTOR SHALL COMPLY WITH ALL LOCAL BUILDING CODES AND REGULATIONS WHICH ARE PRESENTLY IN EFFECT.

7. CONTRACTOR SHALL ASSURE THAT ALL FINAL INSPECTIONS ARE MADE.

8. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED.

9. SIGNS ARE NOT APPROVED UNDER THIS PERMIT. A SEPARATE PERMIT IS REQUIRED FOR EACH SIGN.

10. ALL CONSTRUCTION TRAILERS SHALL BE PERMITTED THRU THE BUILDING AND CONSTRUCTION DEPARTMENT.

11. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO ANY ADJACENT STRUCTURES THAT ARE TO REMAIN.

12. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE JOB SITE THROUGHOUT THE CONSTRUCTION PROJECT.

13. APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE APPROVAL OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND AREA DISTURBANCE.

14. RETAINING WALLS SHALL BE PORED IN PLACE CONCRETE OR MODULAR DESIGN TO BE SUBMITTED SEPARATELY BY CONTRACTOR. SEE REQUIREMENTS ON SHEET 13.

15. AN AS BUILT DETENTION POND AND A REVISED HYDROLOGY STUDY SHALL BE SUBMITTED TO HENRY COUNTY PRIOR TO THE FINAL PLAT APPROVAL OF THIS DEVELOPMENT.

16. ALL RADII ARE SHOWN AS BACK OF CURB UNLESS OTHERWISE DESIGNATED.

GRADING NOTES

1. CONTRACTOR SHALL REMOVE ANY ROCK AND/OR UNSUITABLE MATERIAL TO A DEPTH OF TWO FEET BELOW THE FINISHED GRADE OR AS DIRECTED BY THE SOILS ENGINEER OR BY THE DEVELOPER.

2. EARTHWORK IN PERMANENT STRUCTURE AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698) OR AS DIRECTED BY THE SOILS ENGINEER.

3. ALL FILL SHALL BE PLACED IN LIFTS NOT EXCEEDING 8". ALL FILL AREAS SHALL BE PROOF ROLLED.

4. MAXIMUM CUT OR FILL SLOPE IS 2:1.

EROSION CONTROL NOTES

1. EROSION CONTROL DEVICES SHALL BE INSTALLED, INSPECTED AND FULLY OPERATIONAL PRIOR TO CLEARING AND SHALL BE MAINTAINED DAILY THROUGHOUT CONSTRUCTION AND UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

2. ALL EROSION CONTROL MEASURES SHALL CONFORM TO THE STANDARDS SET FORTH IN "THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA".

3. EROSION CONTROL MEASURES INDICATED ON THESE PLANS MEET THE MINIMUM REQUIREMENTS. ADDITIONAL REQUIREMENTS MAY BE NECESSARY AS DETERMINED BY FIELD CONDITIONS OR BY THE INSPECTOR. CHANGES AND REINFORCEMENT IS REQUIRED WHEN FAILURE OF THE EROSION CONTROL MEASURES PERSISTS.

4. CONTRACTOR SHALL PROVIDE DUST CONTROL AND SHALL PROTECT ADJACENT STREETS FROM ACCUMULATION OF SOIL.

5. CONTRACTOR IS RESPONSIBLE FOR MONITORING DOWNSTREAM CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD AND CLEARING ANY DEBRIS AND/OR SEDIMENT CAUSED BY THE CONSTRUCTION.

6. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES AT ALL TIMES. CONTRACTOR SHALL INSPECT AND REPAIR ALL EROSION CONTROL MEASURES AT THE END OF EACH DAY AND AFTER EACH RAIN EVENT.

7. CONTRACTOR SHALL CLEAN OUT ALL EROSION CONTROL MEASURES BEFORE THEY ARE HALF FULL OR AS SPECIFIED BY THE INSPECTOR OR ENGINEER.

8. DISTURBED AREAS SHALL BE STABILIZED WITH MULCH WHERE SLOPES EXCEED 3%. MULCH SHALL BE ANCHORED ON SLOPES THAT ARE 4:1 OR GREATER.

9. CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY DIRT OR MUD FROM THE TIRES OF ANY CONSTRUCTION VEHICLES PRIOR TO THEIR LEAVING THE SITE.

10. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.

11. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

12. NO LAND-DISTURBING ACTIVITIES SHALL BE CONDUCTED WITHIN A BUFFER AND A BUFFER SHALL REMAIN IN ITS NATURAL UNDISTURBED STATE OF VEGETATION UNTILL ALL LAND-DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED. ONCE THE FINAL STABILIZATION OF THE SITE IS ACHIEVED, A BUFFER MAY BE THINNED OR TRIMMED OF VEGETATION AS LONG AS A PROTECTIVE VEGETATION COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED; PROVIDED, HOWEVER, THAT ANY PERSON CONSTRUCTING A SINGLE-FAMILY RESIDENCE, WHEN SUCH RESIDENCE IS CONSTRUCTED BY OR UNDER CONTRACT WITH THE OWNER FOR HIS OR HER OWN OCCUPANCY, MAY THIN OR TRIM VEGETATION IN A BUFFER AT ANY TIME AS LONG AS PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED.

13. ALL SLOPES GREATER THAN 3:1 OR 10' IN HEIGHT MUST BE STABILIZED WITH GEOTEXTILE OR ORGANIC FIBER EROSION CONTROL BLANKETS AS SOON AS GRADING OPERATIONS ARE COMPLETED.

14. ALL SD2 SHALL BE TYPE "F" UNTIL CURB AND GUTTER AND CATCH BASIN TOPS ARE INSTALLED. TYPE "P" WILL BE INSTALLED AFTER THE INSTALLATION OF THE CATCH BASIN TOPS.

15. ANY AREAS LEFT IDLE FOR 14 DAYS SHALL BE TEMPORARILY GRASSED OR MULCHED

BUFFER NOTES

1. ALL UNDISTURBED BUFFERS SHALL BE FIELD LOCATED, STAKED, OR FLAGGED, OR MARKED WITH "TENSAR" (OR SIMILAR TYPE FENCING), AND SHALL BE SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO GRADING.

2. EXISTING VEGETATION SHALL BE PRESERVED WITHIN ALL BUFFER AREAS AND REPLANTED WHERE SPARSELY VEGETATED.

3. BUFFER AREAS ARE NOT TO BE DISTURBED BY GRADING, PROPERTY IMPROVEMENTS, OR CONSTRUCTION ACTIVITIES. ANY CONTEMPLATED DISTURBANCES SHALL BE FIRST BROUGHT TO THE ATTENTION OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT AND FORMAL APPROVAL SECURED PRIOR TO INITIATING ACTIVITY WITHIN THE REQUIRED BUFFER AREAS.

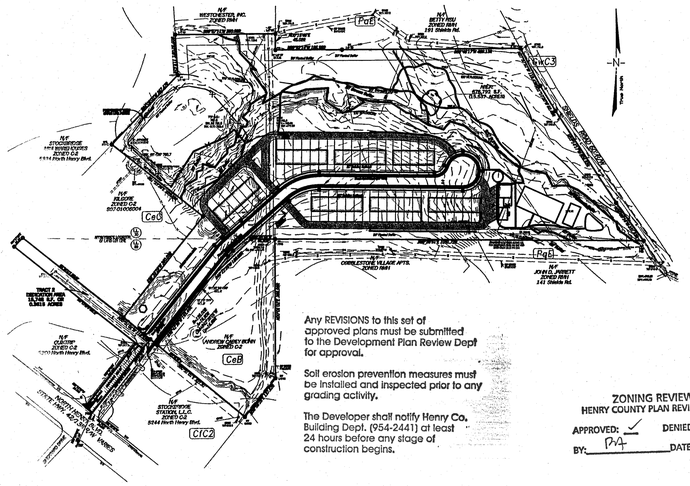
THERE ARE WETLANDS LOCATED WITHIN THE LIMITS OF THE SUBJECT PROPERTY.

PORTIONS OF THIS SITE ARE LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 130108 0001 A DATED JUNE, 15 1983

Development Plan Review Approval
By: [signature]
Date: 4/19/06

Soil Erosion Plan Approval
By: TONY CHAMBLEE
Date: 4/19/2006

MAR 21 2006



Any REVISIONS to this set of approved plans must be submitted to the Development Plan Review Dept for approval.

Soil erosion prevention measures must be installed and inspected prior to any grading activity.

The Developer shall notify Henry Co. Building Dept. (954-2441) at least 24 hours before any stage of construction begins.

ZONING REVIEW
HENRY COUNTY PLAN REVIEW DEPT
APPROVED: ✓ DENIED: ___
BY: PA DATE 3-22-06

FOR GRAPHICAL REPRESENTATION ONLY

200 100 0 200 400 600
GRAPHIC SCALE IN FEET
Scale: 1" = 200'

DRAWING LIST

1 COVER SHEET
2 BOUNDARY SURVEY
3 JURISDICTIONAL AREA LOCATION MAP
4 PRELIMINARY PLAT
5 DEMOLITION & TREE PROTECTION PLAN
6 GRADING AND DRAINAGE PLAN
7 EROSION CONTROL PLAN
8 EROSION SEDIMENTATION & POLLUTION CONTROL
9 SANITARY SEWER PLAN
10 WATER PLAN
11 LANDSCAPE PLAN
12 ROAD PROFILES
13 WALL PROFILES
14 STORM SEWER PROFILES
15 SANITARY SEWER PROFILES
16 FLOOD PLAIN CROSS SECTIONS
17 DEVELOPED DRAINAGE AREA PLAN
18-24 CONSTRUCTION DETAILS
25 EROSION CONTROL DETAILS
26 DOT SIGN AND MARKING PLAN

ENGINEERS FLOOD PLAIN CERTIFICATION

I BRENT H. MOYE, P.E., a registered Professional Engineer in the State of Georgia, hereby certify that in my opinion the fill place in the flood plain of BRUSH CREEK as shown on the approved construction plans for the project titled:

BRUSH CREEK COMMONS

dated Jan. 25, 2005, last revision March 17, 2006, prepared by Land Engineering and Development, and located in Land lot 59 & 70 of the 12th District, Henry County, Ga. will not result in any change in the flood level or decrease in the floodway width whenever the 100 year frequency storm occurs. This 17th Day of March 2006.

Brent H. Moye, P.E.

Ga. Registration No. 25510

ENGINEERS CERTIFICATE
STORM WATER RUN-OFF

I BRENT H. MOYE, P.E., a registered Professional Engineer in the State of Georgia, hereby certify that the grading and drainage plans for the project know as.

BRUSH CREEK COMMONS

Lying In Land Lot (s) 59 & 70, of the 12th district, Henry County have been prepared under my supervision, and state that in my opinion, the construction of said project will not produce drainage conditions that will cause damage or adversely affect the surrounding properties.

This 17th Day of March 2006.

Brent H. Moye, P.E.

Ga. Registration No. 25510

UTILITY NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED ABOUT THE LOCATION AND/OR ELEVATIONS OF THE EXISTING UTILITIES SHOWN ON THIS DRAWING. THEY ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. THIS INFORMATION IS NOT TO BE TAKEN AS EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE UTILITIES PROTECTION CENTER AND THE APPROPRIATE UTILITY COMPANIES AT LEAST 24 HOURS PRIOR TO ANY EXCAVATION TO REQUEST THE EXACT FIELD LOCATIONS OF RESPECTIVE UTILITIES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION OF THE EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED IMPROVEMENTS. UPC # 1-800-282-7411

2. CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY FOR PROVIDING TEMPORARY SERVICE FOR CONSTRUCTION FACILITIES DURING CONSTRUCTION.

3. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION OF ALL UTILITY SERVICE CONNECTIONS.

4. ALL NEW UTILITY SERVICE ON PRIVATE PROPERTY MUST BE PLACED UNDERGROUND IN ACCORDANCE WITH CITY OF STOCKBRIDGE, CODE OF ORDINANCE.

5. ALL CONSTRUCTION WITHIN THE CITY OF STOCKBRIDGE RIGHT OF WAY MUST COMPLY WITH THE AMERICANS' WITH DISABILITIES ACT (ADA) PER CITY OF STOCKBRIDGE, CODE OF ORDINANCE.

6. FLOW TEST VALID FOR 6 MONTHS AND ONLY APPLIES TO A SINGLE PHASE/UNIT OF THIS PROJECT.

7. PLAN APPROVAL VALID FOR 12 MONTHS WITHOUT BEGINING CONSTRUCTION. PLANS SUBJECT TO FURTHER REVIEW AND APPROVAL IF 12 MONTHS EXPIRE.

8. THE CITY OF STOCKBRIDGE UTILITIES WILL NOT BE RESPONSIBLE FOR ANY BUILDING BUILT TOO LOW TO BE SERVED NOR FOR ANY SERVICE COVERED BY CONSTRUCTION.

9. AS-BUILTS ARE REQUIRED TO BE SUBMITTED UPON COMPLETION OF CONSTRUCTION.

10. EXISTING CITY ROADS SHALL NOT BE OPEN CUT UNLESS PERMISSION GRANTED BY THE GEORGIA DOT, OR THE CITY OF STOCKBRIDGE PUBLIC WORKS. SUBMITTAL OF AUTHORIZATION LETTER FROM GEORIGA DOT OR CITY OF STOCKBRIDGE PUBLIC WORKS.

11. IF WORK IS PERFORMED ON A GEORIGA DOT OR A CITY OF STOCKBRIDGE RIGHT-OF-WAY, A LETTER FROM THE GOVERNING AGENCY IS REQUIRED TO BE SUBMITTED AFTER CONSTRUCTION IS COMPLETE STATING THAT GRASSING, CLEAN-UP, DRAINAGE, ETC. IS ACCEPTABLE.

12. PRE-CONSTRUCTION CONFERENCE IS REQUIRED WITH HENRY COUNTY WATER AND SEWERAGE AUTHORITY PRIOR TO WATER/SEWER LINE CONSTRUCTION.

13. CONTRACTOR FOR WATER/SEWER LINE MUST HAVE A STATE APPROVED LICENSE AND BE ON THE APPROVED LIST FOR HENRY COUNTY WATER AND SEWERAGE AUTHORITY.

14. WATER AND SEWER SERVICES WILL BE PROVIDED BY CITY OF STOCKBRIDGE.

FACILITY DEVELOPER/OWNER

OWNER: Timberline Group, LLC
P.O. Box 335
Lovejoy, GA. 30250
Ph. 770-845-8431

24-HR
CONTACT: Brian Cagle
770-210-4663

PROJECT IDENTIFICATION

SITE NAME: Brush Creek Commons
SITE ADDRESS: North Henry Blvd
Stockbridge, GA 30224

PROPERTY INFORMATION

LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
COUNTY: Henry
TAX ID #: S07-01006000

ZONING INFORMATION

ZONING JURISDICTION: City of Stockbridge
ZONING: RM-2 Townhomes w/ Conditions

LOCATED IN THE
City of Stockbridge, Georgia

January 2005

IT'S THE LAW!
CALL BEFORE YOU DIG 800-282-7411
UTILITIES PROTECTION CENTER
72 HOURS NOTICE REQUIRED

IF YOU DIG GEORGIA..
CALL US FIRST!
1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

GEORGIA
No. 25510
PROFESSIONAL ENGINEER
05-17-06
BRENT H. MOYE

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5663

Conceptual Site Plan Prepared For:
Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, GA 30250
p 770.210.4663
f 770.897.0971

DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-08-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039
SHEET NUMBER: 1
1 OF 26 SHEETS
FILE NUMBER: 04-D-039

STK Approved Set

Plotted: 17 Mar 2006 at 9:46AM Project: P:\Projects\2004\2004.039\2004.039civil.prp

N/F
WESTCHESTER, INC.
ZONED RMH

N/F
BETTY HSU
ZONED RMH
191 Shields Rd.

N/F
STOCKBRIDGE
MINI WAREHOUSES
ZONED C-2
5334 North Henry Blvd.

N/F
KILGORE
ZONED C-2
S07-01006004

N/F
QUIKTRIP
ZONED C-2
5260 North Henry Blvd.

N/F
ANDREW CAREY BUNN
ZONED C-2

N/F
STOCKBRIDGE
STATION, L.L.C.
ZONED C-2
5244 North Henry Blvd.

N/F
COBBLESTONE VILLAGE APTS.
ZONED RMH

N/F
JOHN D. JARRETT
ZONED RMH
141 Shields Rd.

NORTH HENRY BLVD.
STATE HWY. 42/138 R/W VARIES

SHIELDS ROAD 60' R/W

SHEPPARD DRIVE

APPROXIMATE LOCATION OF LAND LOT LINE
L.L. 70
L.L. 59

S89°57'11"W 280.93ft
S03°32'08"E 113.61ft
S44°09'00"W 267.47ft
S51°53'26"E 592.39ft
N89°24'04"W 66.90ft
N00°15'46"E 45.02ft
N89°52'14"W 186.98ft
S89°48'17"W 499.13ft
N27°57'51"W 118.43ft
N31°10'20"W 82.49ft
N33°14'17"W 306.52ft
N35°35'16"W 131.63ft
S89°28'51"E 1031.72ft
N00°01'02"E 388.95ft
S90°58'01"E 321.31ft
N38°58'25"E 137.52ft
S38°33'29"W 360.03ft
S46°27'25"W 186.88ft
N51°12'52"W 460.31ft
N89°33'01"W 118.52ft
N51°13'11"E 360.00ft
N89°42'36"W 193.44ft
R=125.00ft
A=16.90ft
Chd=S42°35'01"W
Lc=16.89ft

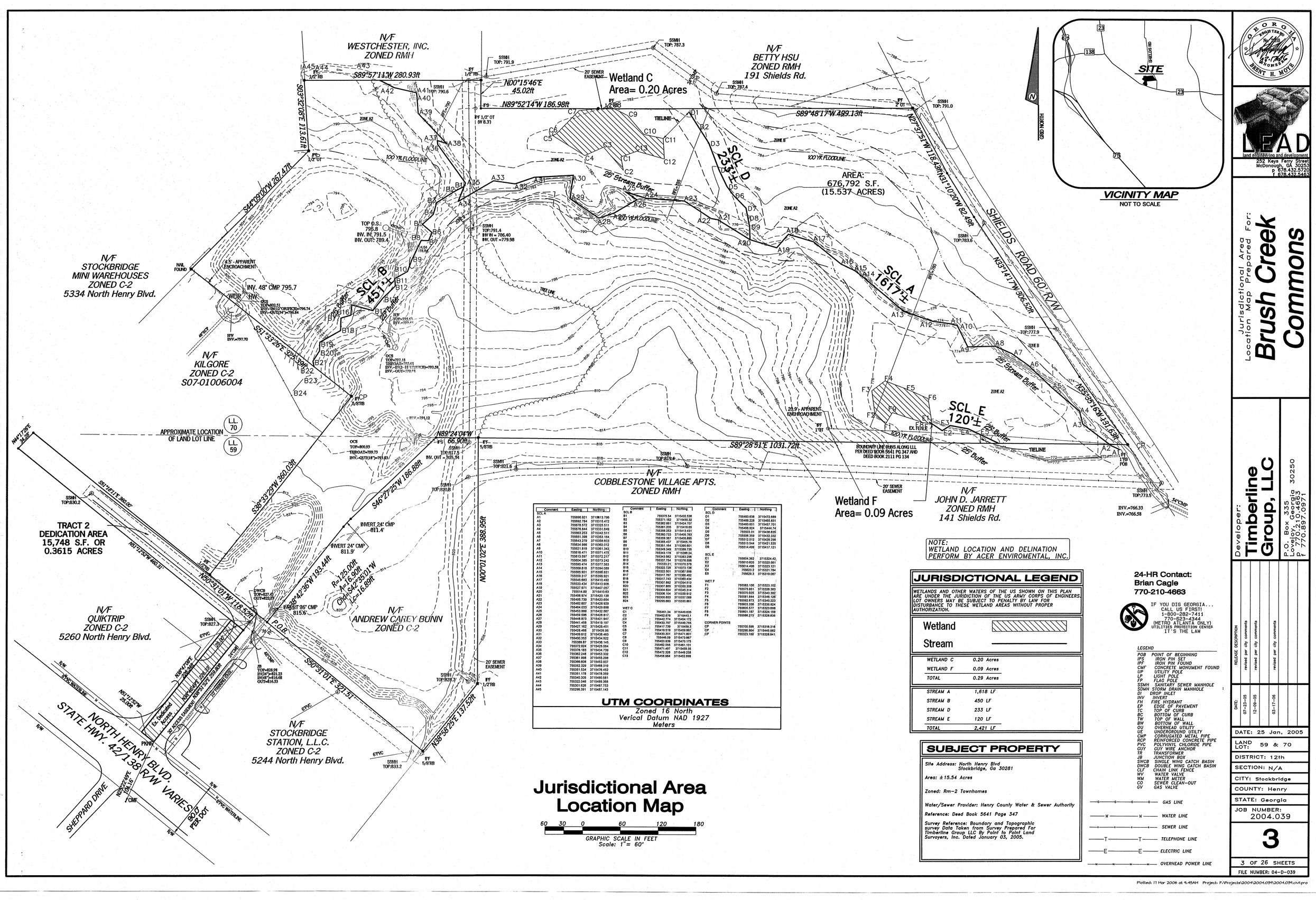
AREA:
676,792 S.F.
(15.537 ACRES)

TRACT 2
DEDICATION AREA
15,748 S.F. OR
0.3615 ACRES

100 YR FLOODLINE
ZONE A2
ZONE B
TREE LINE
EX. FENCE
20' SEWER EASEMENT
20' ACCESS EASEMENT PER DEED BOOK 5641 PG 347
20.9'± APPARENT ENCROACHMENT
4.5'± APPARENT ENCROACHMENT
BOUNDARY LINE RUNS ALONG LLL PER DEED BOOK 5641 PG 347 AND DEED BOOK 2111 PG 134

SSMH TOP: 791.9
SSMH TOP: 787.3
SSMH TOP: 790.6
SSMH TOP: 787.4
SSMH TOP: 791.0
SSMH TOP: 795.8 INV. IN: 791.5 INV. OUT: 789.4
SSMH TOP:791.4 INV IN = 786.40 INV. OUT =779.98
SSMH TOP:783.6
SSMH TOP:777.9
SSMH TOP:827.3
SSMH TOP:830.2
SSMH TOP:817.5 INV. OUT = 805.54
SSMH TOP:821.6
SSMH TOP:819.4
SSMH TOP:820.8
SSMH TOP:828.7
SSMH TOP:833.2
SSMH TOP:773.5

IPF 1/2" RB
IPF 1/2" OT
IPF 1/2" OT (W 8.3)
IPF 5/8"RB
IPF 1"OT
IPF 1"RB POB
IPS
INVERT 24" CMP 811.4'
INVERT 24" CMP 811.9'
INVERT 36" CMP 815.6'
54"CMP
INV.=766.33
INV.=766.58
INV. 48" CMP 795.7
INV.=794.12
INV.=797.70
INV.=793.83
INV.=793.58
INV.=793.93
INV.=793.84
INV.=793.74
INV.=792.84
INV.=792.65
INV.=790.61
INV.=792.41
INV.=792.18
INV.=793.65
INV.=793.73
INV.=792.83
INV.=792.38
INV.=792.35
INV.=792.30
INV.=792.25
INV.=792.20
INV.=792.15
INV.=792.10
INV.=792.05
INV.=792.00
INV.=791.95
INV.=791.90
INV.=791.85
INV.=791.80
INV.=791.75
INV.=791.70
INV.=791.65
INV.=791.60
INV.=791.55
INV.=791.50
INV.=791.45
INV.=791.40
INV.=791.35
INV.=791.30
INV.=791.25
INV.=791.20
INV.=791.15
INV.=791.10
INV.=791.05
INV.=791.00
INV.=790.95
INV.=790.90
INV.=790.85
INV.=790.80
INV.=790.75
INV.=790.70
INV.=790.65
INV.=790.60
INV.=790.55
INV.=790.50
INV.=790.45
INV.=790.40


N/F
WESTCHESTER, INC.
ZONED RMH
S89°57'11"W 280.93ft
S03°32'08"E 713.61ft
S44°09'00"W 267.47ft
N/F
STOCKBRIDGE
MINI WAREHOUSES
ZONED C-2
5334 North Henry Blvd.
N/F
KILGORE
ZONED C-2
S07-01006004
S51°33'26"E 325.39ft
N/F
QUIKTRIP
ZONED C-2
5260 North Henry Blvd.
N89°47'06"E 208.38ft
N89°46'49"E 208.51ft
N89°51'52"E 209.80ft
N/F
STOCKBRIDGE
STATION, L.L.C.
ZONED C-2
5244 North Henry Blvd.
NORTH HENRY BLVD.
STATE HWY. 42/138 R/W VARIES
SHEPPARD DRIVE
N04°41'29"E 34.68ft
N51°16'11"E 360.00'
S38°33'29"W 360.03ft
N51°12'52"W 460.31'
S46°27'25"W 186.88ft
INVERT 24' CMP
811.4'
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S89°38'01"E 321.51
N38°58'25"E 137.52ft
N/F
ANDREW CAREY BUNN
ZONED C-2
N/F
COBBLESTONE VILLAGE APTS.
ZONED RMH
N/F
BETTY HSU
ZONED RMH
191 Shields Rd.
N89°15'46"E
45.02ft
N89°52'14"W 186.98ft
Wetland C
Area= 0.20 Acres
S89°48'17"W 499.13ft
N27°37'57"W 18.43ft
N31°10'20"W 82.49ft
N33°14'17"W 306.52ft
SHIELDS ROAD 60' R/W
N35°35'16"W 137.63ft
S89°28'51"E 1031.72ft
SCL A
1617'±
SCL B
451'±
SCL D
233'±
SCL E
120'±
AREA:
676,792 S.F.
(15.537 ACRES)
100 YR FLOODLINE
25' Stream Buffer
25' Buffer
TREE LINE
TIELINE
ZONE A2
ZONE B
20' SEWER EASEMENT
20' SEWER EASEMENT
20.9'± APPARENT ENCROACHMENT
4.5'± APPARENT ENCROACHMENT
BOUNDARY LINE RUNS ALONG LLL
PER DEED BOOK 5641 PG 347 AND
DEED BOOK 2111 PG 134
Wetland F
Area= 0.09 Acres
N/F
JOHN D. JARRETT
ZONED RMH
141 Shields Rd.
TRACT 2
DEDICATION AREA
15,748 S.F. OR
0.3615 ACRES
P.O.B.
POB
APPROXIMATE LOCATION
OF LAND LOT LINE
L.L. 70
L.L. 59
Ex. Dedicated Access
30' ACCESS EASEMENT
10' POWER EASE.
66.90ft
INV. OUT = 805.54
INV.=794.12
INV. 48" CMP 795.7
WEIR
TOP O.S.: 795.8
INV. IN: 791.5
INV. OUT: 789.4
SSMH TOP:791.4
INV IN = 786.40
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INV.=766.33
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54"CMP
NAIL FOUND
1 CMF
5/8"RB
1/2"RB
1/2"OT
5/8"RB
5/8"RB
1/2"OT
1/2"RB
1/2"OT
1/2"RB
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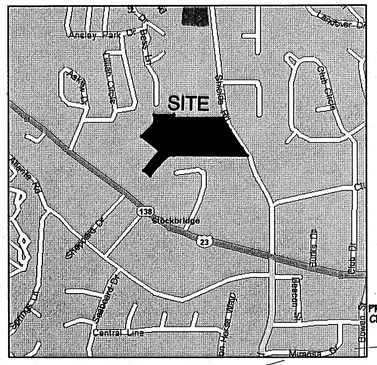
1/2"RB
1/2"RB
1/2"RB



LOCATION MAP

N.T.S.

N/F
STOCKBRIDGE
MINI WAREHOUSES
ZONED C-2
5334 North Henry Blvd.

N/F
WESTCHESTER, INC.
ZONED RMH

N/F
BETTY HSU
ZONED RMH
191 Shields Rd.

N/F
KILGORE
ZONED C-2
S07-01006004

N/F
QUIKTRIP
ZONED C-2
5260 North Henry Blvd.

N/F
ANDREW CAREY-BUNN
ZONED C-2

N/F
STOCKBRIDGE
STATION, L.L.C.
ZONED C-2
5244 North Henry Blvd.

N/F
COBBLESTONE VILLAGE APTS.
ZONED RMH

N/F
JOHN D. JARRETT
ZONED RMH
141 Shields Rd.

PaE
CeC
CeB
CfC2
GwC3

S89°57'11"W 280.93ft
S03°32'08"E 113.61ft
S44°09'00"W 267.47ft
S51°33'25"E 325.39ft
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N51°33'25"W 25.00ft
N51°18'11"E 360.00'
N61°12'56"W 460.31'
N44°17'26"E 34.08'
N62°22'49"E 104.16'
N61°19'10"W 20.00'

AREA:
676,792 S.F.
(15.537 ACRES)

SHIELDS ROAD 60' R/W

Brush Creek Court (60' R/W)

INSTALL 12' GATE

PROPOSED 6' HIGH CHAIN LINK FENCE

INSTALL "STOP" SIGN PER GA DOT DETAIL R1-1

INSTALL HANDICAP RAMP AND SIGNAGE

NORTH HENRY BLVD.
STATE HWY. 42/138
R/W VARIES
INSTALL 12" SKEWED CROSSWALK PER GA DOT STANDARDS

SHEPPARD DRIVE

TRACT 2
DEDICATION AREA
15,748 S.F. OR
0.3615 ACRES

24-HR Contact:
Brian Cagle
770-210-4663

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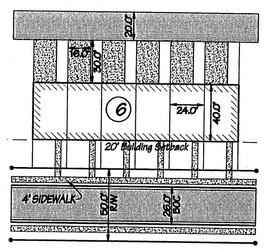
1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

LEGEND

POB	POINT OF BEGINNING
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
DI	DROP INLET
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GUY	GUY WIRE ANCHOR
TR	TRANSFORMER
JB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE

Preliminary Plat

60 30 0 60 120 180
GRAPHIC SCALE IN FEET
Scale: 1" = 60'



TYPICAL LOT (REAR ENTRY)
SCALE: 1"=50'

ZONING CONDITIONS

ZONING REQUIREMENTS OF PROPERTY (REFER TO THE DEVELOPMENT AGREEMENT DATED DECEMBER 13, 2004.)

THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT IS CONDITIONAL UPON THE CITY REZONING THE PROPERTY TO THE ZONING CLASSIFICATION AS FOLLOWS:

A. REZONING. THE PROPERTY DESCRIBED IN EXHIBIT A, FOR A TOTAL OF 15.86 ACRES, MORE OR LESS, SHALL BE REZONED FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-2) TO MULTI-FAMILY RESIDENCE DISTRICT (RM-2 TOWNHOUSES). PROJECT NOT EXCEED 41 UNITS TOTAL.

B. REQUIREMENTS GENERALLY. OWNER SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND CONDITIONS OF THE ZONING ORDINANCE, EXCEPT WHERE SPECIFICALLY EXCLUDED HEREIN, IN THE DEVELOPMENT OF THE PROPERTY INCLUDING THOSE EXPRESSED HEREIN. FOR SPECIFIC REFERENCE, RM ORDINANCE NUMBER 03-60, EFFECTIVE ON MARCH 10, 2003, SHALL APPLY AND IS ATTACHED HERETO AS EXHIBIT „B" AND INCORPORATED HEREIN BY REFERENCE. IN ADDITION TO SAID ORDINANCES, THE CONDITION CONTAINED IN THIS AGREEMENT SHALL APPLY. IF THERE IS A CONFLICT BETWEEN THE ZONING ORDINANCES AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL CONTROL.

C. DEVELOPMENT CONDITIONS.

1. THE FOLLOWING CONDITIONS SHALL APPLY TO THE PROPERTY.

A. REVISE SITE PLAN TO ADHERE TO ALL CITY OF STOCKBRIDGE RM-2 ORDINANCE REQUIREMENTS. (NOTE THAT APPROVAL OF THIS REZONING IS NOT AN APPROVAL OF THE SITE PLAN SUBMITTED.)

B. MAXIMUM BUILDING HEIGHT SHALL BE SHOWN ON THE SITE PLAN.

C. ALL TOWNHOUSES SHALL HAVE A MIXTURE OF FRONT FAÇADE CONSISTING OF COVERED ENTRYWAY, PORCHES, BAY WINDOWS AND BALCONIES. GARAGES SHALL BE ACCENTUATED WITH VARIATIONS OF DESIGN FEATURES.

D. OWNER SHALL SUBMIT ELEVATIONS OF BUILDINGS TO BE APPROVED BY THE CITY. NOTE, HOWEVER, THAT THE CITY MAY APPROVE ELEVATIONS IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

E. EACH UNIT ELEVATION PER BUILDING SHALL BE SEPARATE AND DISTINCT FROM THE OTHER AND SHALL INCLUDE VARIATIONS IN ROOFLINES WHICH MAY BE ACCOMPLISHED WITH THE USE OF DORMERS, GABLES AND/OR FIREPLACES.

F. ALL EXTERIOR FACADES SHALL CONSIST OF BRICK. THE CORNICES AND GABLES SHALL CONSIST OF STUCCO, STONE, AND/OR HARDI-PLANK.

G. OWNER SHALL INSTALL STREET TREES ALONG ALL STREETS TO BE PLACED BETWEEN THE SIDEWALK AND THE FRONT PROPERTY LINES, HAVE A MINIMUM TWO AND ONE-HALF INCH (2.5) CALIBER (D.B.H.), SHALL HAVE A MINIMUM TWENTY-FOUR FOOT (24 SQ.FT.) PLANTING AREA AND SHALL BE SPACED AN AVERAGE OF FORTY-FIVE FEET (45.) APART. OWNER SHALL PROVIDE A LIST OF TEN (10) TREES TO BE PROVIDED AND SUBJECT TO MODIFICATION BY THE CITY.

H. A STREET SCAPING PLAN SHALL BE SUBMITTED TO HENRY COUNTY PLANNING AND ZONING STAFF FOR COMMENTS AND APPROVED BY THE CITY TO INCLUDE SIDEWALKS, STREET TREES, LANDSCAPING, STREET LIGHTING AND STREET FURNITURE. NOTE, HOWEVER, THAT THE CITY MAY APPROVE THE STREET SCAPE PLAN IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

I. ANY FLOOD PLAIN ALTERATION BE SUPPORTED BY A CERTIFIED ENGINEER AT THE PLAN REVIEW STAGE.

J. THE APPLICANT SHALL SUBMIT, TO THE CITY CLERK AND CITY ATTORNEY, AN UPDATED LEGAL DESCRIPTION AND PLAT, CERTIFIED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF GEORGIA, OF THE PROPERTY.

K. OWNER SHALL NOT CONSTRUCT AN ENTRANCE OR EXIT ONTO SHIELDS DRIVE FOR ACCESS TO THE PROJECT.

L. OWNER SHALL MAINTAIN A TWO HUNDRED FOOT (200) BUFFER BETWEEN THE PROJECT AND SHIELDS DRIVE. AN EXEMPTION TO THIS CONDITION SHALL AUTOMATICALLY ARISE SHOULD THE CITY COUNCIL APPROVE A REZONING OF SAID BUFFER AREA TO A SINGLE FAMILY DETACHED RESIDENTIAL ZONING CLASSIFICATION.

M. THIS REZONING APPLIES TO ONLY THE PROPERTY AND SHALL NOT BE CONSTRUED AS APPLYING TO THE AREAS ZONED COMMERCIAL ADJACENT TO THE PROPERTY.

H. AMENITIES SHALL CONSIST OF:

- 1,300 SQUARE FOOT CLUB HOUSE WITH FULL KITCHEN AND FITNESS EQUIPMENT;
- TWO (2) SEPARATE AGE-SPECIFIC PLAYGROUNDS; A FENCED TOT LOT ADJACENT TO THE CLUB HOUSE AND ANOTHER PLAYGROUND FOR OLDER CHILDREN LOCATED NEARBY TO THE CLUB HOUSE;
- COVERED PAVILION WITH FIREPLACE;
- VOLLEYBALL COURT;
- SODDED SPORTS AREA;
- PUTTING GREEN;
- TENNIS COURT - LIGHTED AND ENCLOSED FEATURING A MINIMUM OF TWO (2) PLAYING COURTS WITH A BASKETBALL GOAL;
- WALKING TRAILS AT LEAST FOURTEEN HUNDRED FEET (1,400.) IN LENGTH AND THREE FEET (3.) IN WIDTH;
- BIRD SANCTUARY INCLUDING A VARIETY OF BIRD FEEDERS AND BIRD HOUSES WITH BENCHES FOR OBSERVATION;
- GAZEBO AT ENTRANCE OF DEVELOPMENT TO SERVE AS A WAITING AREA FOR SCHOOL BUS PICK-UP; AND
- OWNER SHALL BE BOUND BY THE AMENITY REPRESENTATIONS MADE IN ITS OCTOBER 7, 2004 PROPOSED SITE PLAN ATTACHED HERETO AS EXHIBIT „A", SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

VARIANCES

A. THE MAXIMUM UNITS PER BUILDING MAY INCREASE FROM FIVE (5) UNITS TO SIX (6) UNITS PER BUILDING.

B. THE MINIMUM DISTANCE BETWEEN BUILDINGS MAY BE REDUCED FROM FORTY FEET (40.) TO TWENTY FEET (20.).

C. REDUCTION IN BUFFER FROM THIRTY FEET (30.) TO TEN FEET (10.) ALONG THE PROPOSED ENTRANCE AND BETWEEN THE PROPOSED LOCATION OF THE FIRST BUILDING FROM THE ENTRANCE AND THE PROPERTY LINE AS DEPICTED IN THE PROPOSED SITE PLAN INCLUDED IN OWNER.S OCTOBER 7, 2004 PROPOSAL ATTACHED HERETO AS EXHIBIT „A", SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

D. INDIVIDUAL RESIDENTIAL GARBAGE PICK-UP MAY BE PERMITTED.

OPEN SPACE CALCULATIONS

TOTAL ACREAGE: ±15.54 ACRES

REQUIRED OPEN SPACE

10% OF TOTAL AREA
0.10 x 15.54 AC. = 1.55 AC

Site Area:	15.54 Acres
Flood Area:	5.66 Acres
L.S. Strip / Buffer:	1.98 Acres
Detention Area:	1.48 Acres
Right-of-Way	1.47 Acres
Net Buildable Area:	6.42 Acres
Common Area:	2.88 Acres
Walking Trail:	1,655 L.F.
% of Buildable Area:	45% (Common Area/Buildable Area)
% of Total Site Area:	31% (Common Area+L.S. Strip/Buffer) (Total Site)

GENERAL SITE NOTES

1. BOUNDARY AND TOPOGRAPHICAL DATA TAKEN FROM SURVEY PERFORMED BY POINT TO POINT LAND SURVEYORS DATED 01/03/2005

2. WIDTH OF TYPICAL ROADWAY IS 26 FT.

3. LOTS SHALL UTILIZE SANITARY SEWER SERVICE.

4. POTABLE WATER SHALL BE PROVIDED BY HENRY COUNTY WATER AND SEWER AUTHORITY.

5. ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF 30' BEHIND ANY FUTURE RESIDENCE OR BUILDING.

6. PROPOSED SPEED LIMIT WITHIN DEVELOPMENT IS 25 MPH.

7. A PORTION OF THIS SITE IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 130108 0001 A DATED JUNE 15, 1983 AND SHOWN HEREON.

8. THE UTILITIES SHOWN HEREON ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.

9. A TWENTY-FOOT STORM SEWER AND SANITARY SEWER EASEMENT, AS REQUIRED BY CITY OF STOCKBRIDGE AND SHOWN ON FINAL PLAT.

10. GRADE STAKES SHALL BE SET ON ALL STREETS PRIOR TO ANY STREET GRADING. AN ASBUILT SUBGRADE CENTERLINE PROFILE SHALL BE SUBMITTED AND APPROVED BY COUNTY PRIOR TO INSTALLATION OF CURB AND GUTTER OR WATER LINES.

11. AN ASBUILT DETENTION POND DETAIL AND REVISED HYDROLOGY STUDY SHALL BE SUBMITTED TO COUNTY PRIOR TO FINAL APPROVAL OF THE HENRY COUNTY BUILDING DEPARTMENT.

12. ALL UNDISTURBED BUFFERS SHALL BE FIELD LOCATED; STAKED AND FLAGGED OR MARKED WITH "TENZAR" (OR SIMILAR TYPE FENCING); AND SHALL BE SUBMITTED TO THE COUNTY FOR APPROVAL PRIOR TO GRADING.

NET DENSITY IS BASED ON APPROVED CONCEPT PLAN

TAX ASSESSOR NOTES

1. TAX MAP NUMBERS SAME AS LOT NUMBERS OUT OF S07-01006000.

2. LOCATION OF DRIVEWAY DETERMINES ADDRESS ON CORNER LOTS.

SITE INFORMATION

DEVELOPER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA 30250
p:770-210-4667 f:770-897-0971

OWNER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA 30250
p:770-210-4667 f:770-897-0971

ENGINEER:
LAND ENGINEERING AND DEVELOPMENT
252 KEY'S FERRY ST.
MCDONOUGH, GA 30253
p:678-432-5720 f:678-432-5463

LANDSCAPE ARCHITECT:
BECKY MORRIS
7960 HWY 54
SHARPSBURG, GA 30277
p:770-251-1033 f:770-254-9380

SURVEYOR:
POINT TO POINT LAND SURVEYORS, INC
1231C EAGLES LANDING PKWY STOCKBRIDGE, GA 30281
p:678-565-6848 f:678-565-6121

Subdivision Name:	Brush Creek Commons
Site Area (Total Acreage):	676,922 SQ FT/15.54 Acres
Area of R/W:	64,033 SQ. FT./1.47 Acres
Linear Feet of Road:	1,068 LF
Site Zoning:	RM-2 Townhomes w/cond.
Setbacks:	Front =20' Side = 20' w/ building Rear =30'
Max Bldg Height:	35'
Min. Lot Size:	2,160 SQ FT
Min. Lot Width:	24' min. (interior)
Total Number of Lots:	41
Acreage Calculations:	Site Area: 15.54 ac R/W Area: 1.47 ac Flood Plain Area: 5.66 ac Detention Area: 1.48 ac LS Strip & Buffer: 1.98 ac Net Acreage: 4.95 ac (15.54-1.47-5.66-1.48-1.98)=4.95
Density Calculations:	Gross Density: 41/15.54 = 2.64 upa Net Density: 41/4.952 = 8.28 upa (based on approved concept plan)
Min. Heated Space:	1,344 sf/two-story/2 car garage 1,600 sf/two-story/2 car garage

GEORGIA
No. 2839
PROFESSIONAL ENGINEER
BRENT H. MOYE
03.17.06

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Preliminary Plat Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
p 770.897.0971

DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
02-03-06	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

4
4 OF 26 SHEETS

FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 9:49AM Project: F:\Projects\2004\2004.039\2004.039.civil.prp

TREE PROTECTION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING TREES NOT INDICATED FOR REMOVAL ON THIS PLAN.

2. DISPOSE OF ALL DEBRIS IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

N/F
WESTCHESTER, INC.
ZONED RMH

N/F
BETTY HSU
ZONED RMH
191 Shields Rd.

N/F
STOCKBRIDGE
MINI WAREHOUSES
ZONED C-2
5334 North Henry Blvd.

N/F
KILGORE
ZONED C-2
S07-01006004

N/F
QUIKTRIP
ZONED C-2
5260 North Henry Blvd.

N/F
COBBLESTONE VILLAGE APTS.
ZONED RMH

N/F
ANDREW CAREY BUNN
ZONED C-2

N/F
STOCKBRIDGE
STATION, L.L.C.
ZONED C-2
5244 North Henry Blvd.

N/F
JOHN D. JARRETT
ZONED RMH
141 Shields Rd.

Wetland C
Area= 0.20 Acres

Wetland F
Area= 0.09 Acres

AREA:
676,792 S.F.
(15.537 ACRES)

TRACT 2
DEDICATION AREA
15,748 S.F. OR
0.3615 ACRES

SHIELDS ROAD 60' R/W

NORTH HENRY BLVD.
STATE HWY. 42/138 R/W VARIES

SHEPPARD DRIVE

SCL A 161'±
SCL B 45'±
SCL D 233'±
SCL E 120'±

S89°57'11"W 280.93ft
N00°15'46"E 45.02ft
N89°52'14"W 186.98ft
S89°48'17"W 499.13ft
N2°57'51"W 118.43ft
N31°10'20"W 82.49ft
N33°14'17"W 306.52ft
N35°35'16"W 137.63ft
S89°28'51"E 1031.72ft
N00°01'02"E 388.95ft
N89°36'25"E 137.52ft
S50°31'01"E 327.31ft
S46°27'25"W 186.98ft
S38°33'29"W 360.03ft
S51°18'11"E 360.00ft
N51°12'52"W 460.31ft
N56°31'01"W 176.52ft
S44°09'00"W 267.47ft
S32°30'28"E 113.61ft
S51°35'26"E 325.39ft
N44°17'26"E 34.18ft
N89°24'04"W 66.90ft
N20°42'36"W 193.44ft
R=125.00ft
A=16.90ft
CH=S42°35'01"W
LC=16.89ft
S46°27'25"W 186.98ft

SILT FENCE MUST BE BLAZE ORANGE OR APPROVED HIGH VISIBILITY TYPE

HIGH VISIBILITY SILT FENCE TO SERVE AS TREE PROTECTION FENCE

Demolition and Tree Protection Plan

60 30 0 60 120 180
GRAPHIC SCALE IN FEET
Scale: 1" = 60'

24-HR Contact:
Brian Cagle
770-210-4663

IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

LEGEND

POB	POINT OF BEGINNING
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
DI	DROP INLET
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GUY	GUY WIRE ANCHOR
TR	TRANSFORMER
JB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE

GEORGIA REGISTERED ENGINEER
No. 21966
03-17-06
BRENT H. MOTE

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Boundary Survey Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
p 770.210.4663
f 770.897.0971

DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

5

5 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 9:45AM Project: P:\Projects\2004\2004.039\2004.039civil.prc

GRADING PLAN NOTES

1. DISTURBED AREA = ±8.47 ACRES
2. SEE SHEET 14 FOR STORM SEWER PROFILES.
3. SEE SHEET 15 FOR SANITARY SEWER PROFILES.
4. MAINTANCE OF THE STORMWATER MANAGEMENT FACILITIES SHALL BE THE RESPONIBILTY OF THE PROPERTY OWNER AND SHALL BE MAINTAINED AND/OR REPAIRED WHEN NEEDED OR AS REQUIRED BY CITY OF STOCKBRIDGE.
5. THERE ARE WETLANDS LOCATED WITHIN THE LIMITS OF THE SUBJECT PROPERTY.
6. SEE SHEET 17 FOR DEVELOPED DRAINAGE AREA PLAN AND POND CROSS SECTION

SITE INFORMATION

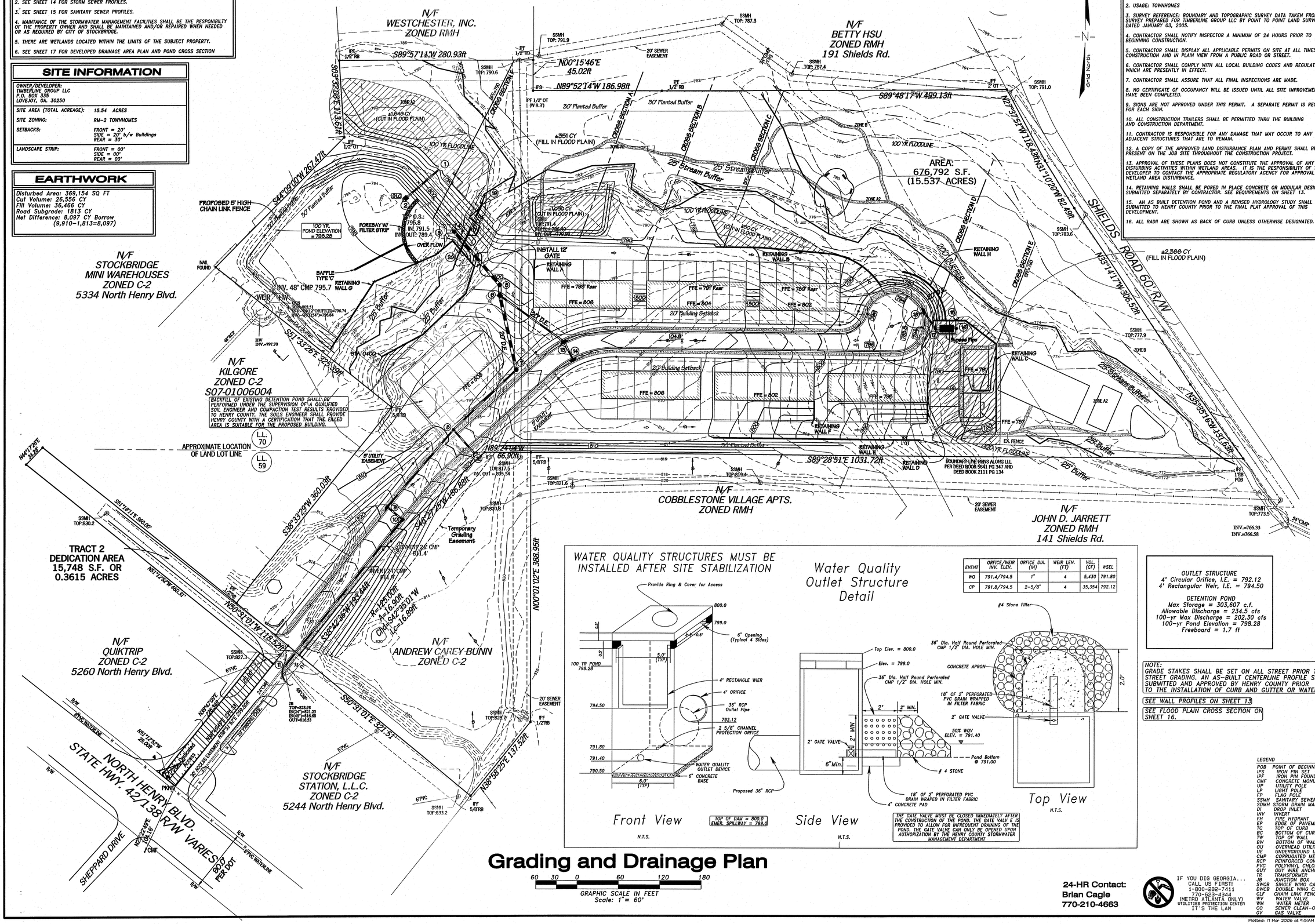
OWNER/DEVELOPER: TIMBERLINE GROUP LLC P.O. BOX 335 LOVEJOY, GA. 30250	
SITE AREA (TOTAL ACREAGE):	15.54 ACRES
SITE ZONING:	RM-2 TOWNHOMES
SETBACKS:	FRONT = 20' SIDE = 20' b/w Buildings REAR = 30'
LANDSCAPE STRIP:	FRONT = 00' SIDE = 00' REAR = 00'

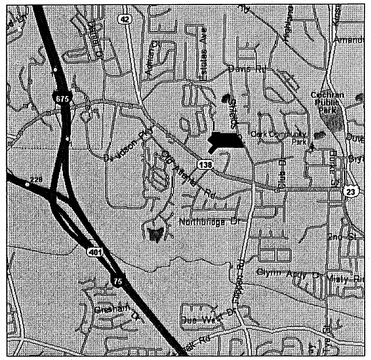
EARTHWORK

Disturbed Area: 369,154 SQ FT
Cut Volume: 26,556 CY
Fill Volume: 36,466 CY
Road Subgrade: 1813 CY
Net Difference: 8,097 CY Borrow
(9,910-1,813=8,097)

GENERAL NOTES

1. SITE AREA: ±15.54 ACRES
PROPERTY IS ZONED RM-2 TOWNHOMES W/CONDITIONS
2. USAGE: TOWNHOMES
3. SURVEY REFERENCE: BOUNDARY AND TOPOGRAPHIC SURVEY DATA TAKEN FROM SURVEY PREPARED FOR TIMBERLINE GROUP LLC BY POINT TO POINT LAND SURVOYERS, INC. DATED JANUARY 03, 2005.
4. CONTRACTOR SHALL NOTIFY INSPECTOR A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION.
5. CONTRACTOR SHALL DISPLAY ALL APPLICABLE PERMITS ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.
6. CONTRACTOR SHALL COMPLY WITH ALL LOCAL BUILDING CODES AND REGULATIONS WHICH ARE PRESENTLY IN EFFECT.
7. CONTRACTOR SHALL ASSURE THAT ALL FINAL INSPECTIONS ARE MADE.
8. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED.
9. SIGNS ARE NOT APPROVED UNDER THIS PERMIT. A SEPARATE PERMIT IS REQUIRED FOR EACH SIGN.
10. ALL CONSTRUCTION TRAILERS SHALL BE PERMITTED THRU THE BUILDING AND CONSTRUCTION DEPARTMENT.
11. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO ANY ADJACENT STRUCTURES THAT ARE TO REMAIN.
12. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE JOB SITE THROUGHOUT THE CONSTRUCTION PROJECT.
13. APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE APPROVAL OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND AREA DISTURBANCE.
14. RETAINING WALLS SHALL BE PORED IN PLACE CONCRETE OR MODULAR DESIGN TO BE SUBMITTED SEPARATELY BY CONTRACTOR. SEE REQUIREMENTS ON SHEET 13.
15. AN AS BUILT DETENTION POND AND A REVISED HYDROLOGY STUDY SHALL BE SUBMITTED TO HENRY COUNTY PRIOR TO THE FINAL PLAT APPROVAL OF THIS DEVELOPMENT.
16. ALL RADII ARE SHOWN AS BACK OF CURB UNLESS OTHERWISE DESIGNATED.


N/F WESTCHESTER, INC. ZONED RMH
N/F BETTY HSU ZONED RMH 191 Shields Rd.
N/F STOCKBRIDGE MINI WAREHOUSES ZONED C-2 5334 North Henry Blvd.
N/F KILGORE ZONED C-2 S07-01006004
N/F COBBLESTONE VILLAGE APTS. ZONED RMH
N/F JOHN D. JARRETT ZONED RMH 141 Shields Rd.
N/F QUIKTRIP ZONED C-2 5260 North Henry Blvd.
N/F ANDREW CAREY BUNN ZONED C-2
N/F STOCKBRIDGE STATION, L.L.C. ZONED C-2 5244 North Henry Blvd.
TRACT 2 DEDICATION AREA 15,748 S.F. OR 0.3615 ACRES
AREA: 676,792 S.F. (15.537 ACRES)
SHIELDS ROAD 60' R/W
NORTH HENRY BLVD. STATE HWY. 42/138 R/W VARIES
SHEPPARD DRIVE
PROPOSED 5' HIGH CHAIN LINK FENCE
100 YR. POND ELEVATION = 798.28
FOREBAY W/ FILTER STRIP
INSTALL 12' GATE
RETAINING WALL A
RETAINING WALL B
RETAINING WALL C
RETAINING WALL D
RETAINING WALL E
RETAINING WALL F
RETAINING WALL G
RETAINING WALL H
BAFFLE TYPE 'C'
WEIR
INV. 48" CMP 795.7
OVER FLOW
100 YR FLOODLINE
25' Stream Buffer
30' Planted Buffer
25' Buffer
20' Building Setback
8' UTILITY EASEMENT
20' SEWER EASEMENT
Temporary Grading Easement
APPROXIMATE LOCATION OF LAND LOT LINE
L.L. 70
L.L. 59
±1,849 CY (CUT IN FLOOD PLAIN)
±351 CY (FILL IN FLOOD PLAIN)
±1,280 CY (CUT IN FLOOD PLAIN)
±50 C.Y. (CUT IN FLOOD PLAIN)
±2,368 CY (FILL IN FLOOD PLAIN)
CROSS SECTION A
CROSS SECTION B
CROSS SECTION C
CROSS SECTION D
CROSS SECTION E
Grid North
S89°57'11"W 280.93ft
S02°33'38"E 113.35ft
S62°09'09"W 267.47ft
N00°15'46"E 45.02ft
N89°52'14"W 186.98ft
S89°48'17"W 499.13ft
N27°37'51"W 118.39ft
N31°10'20"W 82.49ft
N33°41'17"W 306.54ft
N25°35'51"W 431.63ft
S89°28'51"E 1031.72ft
N89°24'14"W 66.90ft
S51°33'26"E 925.39ft
S51°39'11"E 360.00'
S38°33'29"W 360.03ft
S46°27'25"W 486.88ft
N00°31'01"W 118.52ft
S38°42'36"W 193.44ft
R=123.00ft A=16.90ft Ch=S42°36'01"W Lc=16.89ft
S50°31'01"E 321.51ft
N38°58'25"E 137.52ft
N00°01'02"E 388.95ft
N51°12'52"W 460.31'
N51°12'52"W 254.82ft
N38°10'08"E 254.82ft
N38°10'08"E 254.82ft
N38°10'08"E 254.82ft
N51°49'52"W 254.82ft
N51°49'52"E 253.89ft
N51°49'52"E 253.89ft
N51°49'52"E 253.89



VICINITY MAP

N.T.S.

N/F
STOCKBRIDGE
MINI WAREHOUSES
ZONED C-2
5334 North Henry Blvd.

N/F
WESTCHESTER, INC.
ZONED RMH

N/F
KILGORE
ZONED C-2
S07-01006004

N/F
QUIKTRIP
ZONED C-2
5260 North Henry Blvd.

N/F
STOCKBRIDGE
STATION, L.L.C.
ZONED C-2
5244 North Henry Blvd.

N/F
COBBLESTONE VILLAGE APTS.
ZONED RMH

N/F
BETTY HSU
ZONED RMH
191 Shields Rd.

N/F
JOHN D. JARRETT
ZONED RMH
141 Shields Rd.

N/F
ANDREW CAREY-BUNN
ZONED C-2

Wetland C
Area= 0.20 Acres

Wetland F
Area= 0.09 Acres

AREA:
676,792 S.F.
(15.537 ACRES)

SCL A 647.7'±
SCL B 451.1'±
SCL C 233.7'±
SCL D 120'±
SCL E 120'±

S89°57'11"W 280.93ft
N00°15'46"E 45.02ft
N89°52'14"W 186.98ft
S89°48'17"W 499.13ft
N27°37'51"W 118.43ft
N21°10'20"W 82.49ft
N33°14'17"W 306.52ft
N35°55'16"W 131.63ft
S89°28'51"E 1031.72ft
S00°31'01"E 321.51ft
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S63°32'08"E 113.61ft
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N89°23'04"W 66.90ft
S38°33'29"W 360.03ft
S46°27'25"W 146.98ft
N51°12'52"W 460.31ft
N60°31'01"W 118.52ft
S38°42'26"W 193.44ft
N00°01'02"E 388.95ft

R=125.00ft
L=16.90ft
Chd=S42°35'01"W
Lc=16.89ft

SHIELDS ROAD 60' R/W

NORTH HENRY BLVD
STATE HWY 42/138 R/W VARIES
60' PER DOT

SHEPPARD DRIVE

E&SC PLAN NOTES

1. PORTION OF THIS SITE IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 130108 0001 A DATED JUNE, 15 1983
2. THERE ARE WETLANDS LOCATED WITHIN THE LIMITS OF THE SUBJECT PROPERTY.
3. THERE ARE STATE WATERS ON OR WITHIN 200' OF THE PROJECT SITE.
4. DISTURBED AREA = ±8.47 ACRES
5. SEE EROSION CONTROL DETAILS ON SHEET 24 & 25.
6. INLET SEDIMENT TRAP AND OUTLETPROTECTION CALCULATIONS HAVE BEEN INCLUDED IN THE STORM WATER MANAGEMENT REPORT.
7. SEE SHEET 3 FOR WETLAND DELINEATION.

SOILS

Symbol	Name	Erodibility	Permeability	Depth
CA	Cartecay Soils	Moderate	Moderate	0-36 Inches
CfC2	Cecil Sandy Loam	Moderate	Moderate	0-48 Inches
GwC3	Gwinnett Sandy Loam	Moderate	Moderate	0-60 Inches
PaE	Pacolet Sandy Loam	Moderate	Moderate	0-33 Inches

PROJECT DESCRIPTION:
The project proposes grade 15.54 acres and construct 41 townhome units and associate infrastructure.

Temporary Sediment Basin (Sd3)

1"=40'

TEMPORARY SEDIMENT BASIN
224 SY
TYPE 1 RIP-RAP SPILLWAY

Erosion Control Plan

60 30 0 60 120 180

GRAPHIC SCALE IN FEET
Scale: 1"= 60'

ACTIVITY SCHEDULE

(March 2006) MONTHS	1	2	3	4	5	6	7	8	9	10	11	12 (April 2007)
Tree Prot. Fence												
SEDIMENT CONTROL												
CLEARING/ GRUBBING												
ROUGH GRADING												
EROSION CONTROL												
TEMPORARY VEGETATION												
PERMANENT VEGETATION												
FINE GRADING												
STORM UTILITIES												
CURB, GUTTER, & SIDEWALK												
CLEANOUT STORM SEWER												

TEMPORARY SEDIMENT STORAGE CALCULATIONS:
1. Required stormwater storage = 100 cy (as determined by local ordinance)
2. Required sediment storage = 67 cy (67 cy/ac * 1.0 ac disturbed area)
3. Total required storage = 100 + 67 = 167 cy
4. Available storage = 1,850 cy
5. Is the available storage (4) greater than the total required storage (3)? X yes __ no
6. If 'no', the sediment storage capacity of the pond must be increased. Choose the method to be used:
   __ Raise the invert of the outlet structure ___ inches
   __ Undercut the pond xx feet
   __ Other
7. Clean Out elevation = 784.01 ft. (elevation corresponding to 22 cy/ac* 1.09 ac disturbed area)
8. Is the length-width ratio 2:1 or greater ___yes X no
9. If 'no', the length of flow must be increased. Choose the method to be used:
   X Baffles (type of Baffle: ____C____)
   __ Other

Note: the CMP diameter and height if a half-round CMP retrofit is to be used. Diameter = 24 Inches Height = 2 feet

STORAGE CALCULATIONS:
1. Required stormwater storage = 8,073.9 cy (as determined by local ordinance)
2. Required sediment storage = 3,041.1 cy (67 cy/ac * 45.394 ac disturbed area)
3. Total required storage = 8,073.9 + 3041.1 = 11,115 cy
4. Available storage = 13,407.7 cy
5. Is the available storage (4) greater than the total required storage (3)? X yes __ no
6. If 'no', the sediment storage capacity of the pond must be increased. Choose the method to be used:
   __ Raise the invert of the outlet structure ___ inches
   __ Undercut the pond xx feet
   __ Other
7. Clean Out elevation = 793.5 ft. (elevation corresponding to 22 cy/ac* 45.39 ac disturbed area)
8. Is the length-width ratio 2:1 or greater ___yes X no
9. If 'no', the length of flow must be increased. Choose the method to be used:
   X Baffles (type of Baffle: ____C____)
   __ Other

Note: the CMP diameter and height if a half-round CMP retrofit is to be used. Diameter = 24 Inches Height = 2 feet

SITE INFORMATION

OWNER/DEVELOPER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA. 30250

SITE AREA (TOTAL ACREAGE):	±15.54 ACRES
SITE ZONING:	RM-2 TOWNHOMES
SETBACKS:	FRONT = 20' SIDE = 20' b/w Buildings REAR = 30'
LANDSCAPE STRIP:	FRONT = 00' SIDE = 00' REAR = 00'

GENERAL NOTES

1. SITE AREA: ±15.54 ACRES
PROPERTY IS ZONED RM-2 TOWNHOMES W/CONDITIONS
2. USAGE: TOWNHOMES
3. SURVEY REFERENCE: BOUNDARY AND TOPOGRAPHIC SURVEY DATA TAKEN FROM SURVEY PREPARED FOR TIMBERLINE GROUP LLC BY POINT TO POINT LAND SURVOYERS, INC. DATED JANUARY 03, 2005.
4. CONTRACTOR SHALL NOTIFY INSPECTOR A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION.
5. CONTRACTOR SHALL DISPLAY ALL APPLICABLE PERMITS ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.
6. CONTRACTOR SHALL COMPLY WITH ALL LOCAL BUILDING CODES AND REGULATIONS WHICH ARE PRESENTLY IN EFFECT.
7. CONTRACTOR SHALL ASSURE THAT ALL FINAL INSPECTIONS ARE MADE.
8. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED.
9. SIGNS ARE NOT APPROVED UNDER THIS PERMIT. A SEPARATE PERMIT IS REQUIRED FOR EACH SIGN.
10. ALL CONSTRUCTION TRAILERS SHALL BE PERMITTED THRU THE BUILDING AND CONSTRUCTION DEPARTMENT.
11. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO ANY ADJACENT STRUCTURES THAT ARE TO REMAIN.
12. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE JOB SITE THROUGHOUT THE CONSTRUCTION PROJECT.
13. APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE APPROVAL OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND AREA DISTURBANCE.
14. RETAINING WALLS SHALL BE POURED IN PLACE CONCRETE OR MODULAR DESIGN TO BE SUBMITTED SEPARATELY BY CONTRACTOR. SEE REQUIREMENTS ON SHEET 13.
15. AN AS BUILT DETENTION POND AND A REVISED HYDROLOGY STUDY SHALL BE SUBMITTED TO HENRY COUNTY PRIOR TO THE FINAL PLAT APPROVAL OF THIS DEVELOPMENT.
16. ALL RADII ARE SHOWN AS BACK OF CURB UNLESS OTHERWISE DESIGNATED.

EROSION CONTROL NOTES

1. EROSION CONTROL DEVICES SHALL BE INSTALLED, INSPECTED AND FULLY OPERATIONAL PRIOR TO CLEARING AND SHALL BE MAINTAINED DAILY THROUGHOUT CONSTRUCTION AND UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
2. ALL EROSION CONTROL MEASURES SHALL CONFORM TO THE STANDARDS SET FORTH IN "THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA".
3. EROSION CONTROL MEASURES INDICATED ON THESE PLANS MEET THE MINIMUM REQUIREMENTS. ADDITIONAL REQUIREMENTS MAY BE NECESSARY AS DETERMINED BY FIELD CONDITIONS OR BY THE INSPECTOR. CHANGES AND REINFORCEMENT IS REQUIRED WHEN FAILURE OF THE EROSION CONTROL MEASURES PERSISTS.
4. CONTRACTOR SHALL PROVIDE DUST CONTROL AND SHALL PROTECT ADJACENT STREETS FROM ACCUMULATION OF SOIL.
5. CONTRACTOR IS RESPONSIBLE FOR MONITORING DOWNSTREAM CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD AND CLEARING ANY DEBRIS AND/OR SEDIMENT CAUSED BY THE CONSTRUCTION.
6. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES AT ALL TIMES. CONTRACTOR SHALL INSPECT AND REPAIR ALL EROSION CONTROL MEASURES AT THE END OF EACH DAY AND AFTER EACH RAIN EVENT.
7. CONTRACTOR SHALL CLEAN OUT ALL EROSION CONTROL MEASURES BEFORE THEY ARE HALF FULL OR AS SPECIFIED BY THE INSPECTOR OR ENGINEER.
8. DISTURBED AREAS SHALL BE STABILIZED WITH MULCH WHERE SLOPES EXCEED 3%. MULCH SHALL BE ANCHORED ON SLOPES THAT ARE 4:1 OR GREATER.
9. CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY DIRT OR MUD FROM THE TIRES OF ANY CONSTRUCTION VEHICLES PRIOR TO THEIR LEAVING THE SITE.
10. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
11. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
12. NO LAND-DISTURBING ACTIVITIES SHALL BE CONDUCTED WITHIN A BUFFER AND A BUFFER SHALL REMAIN IN ITS NATURAL UNDISTURBED STATE OF VEGETATION UNTIL ALL LAND-DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED. ONCE THE FINAL STABILIZATION OF THE SITE IS ACHIEVED, A BUFFER MAY BE THINNED OR REMOVED OF VEGETATION AS LONG AS A PROTECTIVE VEGETATION COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED; PROVIDED, HOWEVER, THAT ANY PERSON CONSTRUCTING A SINGLE-FAMILY RESIDENCE, WHEN SUCH RESIDENCE IS CONSTRUCTED BY OR UNDER CONTRACT WITH THE OWNER FOR HIS OR HER OWN OCCUPANCY, MAY THIN OR TRIM VEGETATION IN A BUFFER AT ANY TIME AS LONG AS PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED.
13. ALL SLOPES GREATER THAN 3:1 OR 10' IN HEIGHT MUST BE STABILIZED WITH GEOTEXTILE OR ORGANIC FIBER EROSION CONTROL BLANKETS AS SOON AS GRADING OPERATIONS ARE COMPLETED.
14. ALL SD2 SHALL BE TYPE "F" UNTIL CURB AND GUTTER AND CATCH BASIN TOPS ARE INSTALLED. TYPE "P" WILL BE INSTALLED AFTER THE INSTALLATION OF THE CATCH BASIN TOPS.
15. ANY AREAS LEFT IDLE FOR 14 DAYS SHALL BE TEMPORARILY GRASSED OR MULCHED

NOTE:
PROVIDE (Sd2) TYPE F AT ALL JUNCTION BOXES UNTIL TOPS HAVE BEEN INSTALLED. THEN PROVIDE Sd2 TYPE P AT ALL JUNCTION BOXES UNTIL PARKING LOT IS PAVED.

NOTES:
1. ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF 30' BEHIND ANY FUTURE RESIDENCE OR BUILDING.
2. GRADE STAKES SHALL BE SET ON ALL STREETS PRIOR TO ANY STREET GRADING. AN AS-BUILT SUBGRADE CENTERLINE PROFILE SHALL BE SUBMITTED AND APPROVED BY HENRY COUNTY PRIOR TO THE INSTALLATION OF CURB AND GUTTER OR WATERLINES.
3. AN AS BUILT DETENTION POND DETAIL AND REVISED HYDRO STUDY SHALL BE SUBMITTED TO CITY OF STOCKBRIDGE PRIOR TO THE FINAL PLAT APPROVAL OF THIS DEVELOPMENT
4. A 5' UTILITY EASEMENT EXISTS ALONG AND OUTSIDE OF THE RIGHT OF WAY OF THE PROPOSED STREET.

24-HR Contact:
Brian Cagle
770-210-4663

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GEORGIA REGISTERED 33186 PIONEER BRENT H. MOTE

LEAD land engineering and development
292 Keys Ferry Street
McDonough, GA 30253
P 678.432.5720
f 678.432.5463

Erosion & Sediment Control Plan
Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
P 770.897.0571

DATE:	RELEASE/ DESCRIPTION
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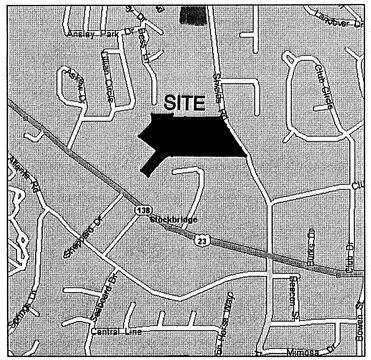
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

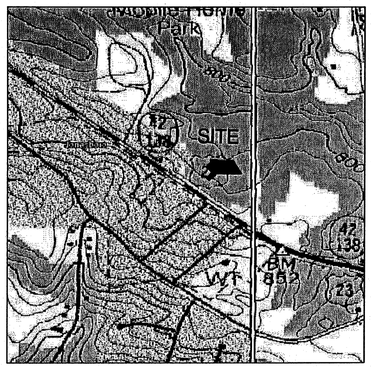
7

7 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 9:44AM Project: P:\Projects\2004\2004.039\2004.039civil.prp



LOCATION MAP
N.T.S.



RECEIVING WATERS MAP
N.T.S.

NOTE TO PERMITTEE

Owner/Operator shall be responsible for the National Pollution Discharge Elimination System (NPDES) Permit that is required when one (1) or more acres are disturbed at a site. The Owner/Operator shall complete and submit by return receipt certified mail (or similar service) a Notice of Intent (N.O.I.) at least 14 days prior to the commencement of any construction activities. A Notice of Termination (N.O.T.) shall be submitted by the Owner/Operator only after all construction activities have ceased, final stabilization has been implemented (by the Primary and any Secondary Permittees), and the site is in compliance with the permit. All notices shall be sent to the following:

Mountain District . Atlanta Satellite
Georgia Environmental Protection Division
4244 International Parkway . Suite 114
Atlanta, Georgia 30354-3906
404-363-2671

(Clayton, Coweta, Dekalb, Fayette, Gwinnett, Heard, Henry, Rockdale,& Spalding Counties)

NOTE TO CONTRACTOR

1. Contractor shall be responsible for adhering to and maintaining the requirements of the Erosion Sedimentation Pollution Control Plan (ESPCP) as shown on the drawings and included in the General Permit Document No. GAR 100001. Permit documents can be obtained from the address above.

2. Owner/Operator shall notify the engineer of the starting date of construction. The engineer is required to inspect the installation of the erosion control measures (BMPs) as shown on the drawings and in the ESPCP within one week after initial construction activities commence.

EROSION SEDIMENTATION POLLUTION CONTROL PLAN

I.GENERAL NOTES:

1. The ESPCP must be completed prior to start of any land disturbance activity.
2. The plan shall be based on and adhere to (at a minimum) the practices contained in the "Manual for Erosion and Sediment Control in Georgia".
3. A copy of the ESPCP shall be kept at the construction site at all times.
4. The ESPCP shall be revised to reflect any construction changes that could effect the potential for discharge of pollutants into adjacent State waters.
5. The ESPCP shall incorporate the Erosion Control Plan, which shall be referred to herein.

II. SITE DESCRIPTION:
1.The project proposes to mass grade 8.47 acres and construct 41 townhome units and associate infrastructure.
2. Construction Activity and Sequence:
Installation of erosion control measures, clearing & grubbing, grading (cut/fill), installation of temporary ground cover (for stabilization), installation of sanitary sewer, installation of storm drainage systems, installation of water lines, installation of curb & gutter, installation of utilities, installation of base and pavement, installation of landscaping and final ground cover.
3. Total Site Area= 15.54 acres. Total Disturbed Area= 8.47 acres
4. Soils in this are consist of CeB-Cecil Sand Loam and CeC-Cecil Sandy Loam. Most of the stormwater runoff will drain through a pipe system to the proposed detention pond. The Predeveloped site has a peak runoff of 235.5 cfs for the 100 year storm event. The Developed site will have a peak discharge of 147 cfs for the 100 year storm event.
5. Site Maps: Refer to Location Map on this sheet and Erosion Control Plan (Sheet 6), for location of BMPs and to Grading Plan (Sheet 5) for drainage patterns and slopes.

III. CONTOLS

1. EROSION AND SEDIMENT CONTROLS

A. Stabilization Practices:
1. All steep embankments shall receive temporary grass cover upon completion.
2. Records shall be kept that will include dates of major grading activities, when construction temporarily or permanently stops on a portion of the site, and when stabilization measures are initiated.
3. Stabilization measures shall be initiated as soon as practical in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of he site has temporarily or permanently ceased.
4. The stabilization measures are shown on the Erosion Control Plan (Sheet 6) and include temporary and permanent seeding.

B. Structural Practices:
1. All structural measures to be used shall be installed prior to the start of any grading, when practical.
2. Silt fence shall be installed at the downside perimeter of all sloped areas.
3. A stone filter base shall be used at the prime construction entrance(s) to provide a means to filter out sediment and reduce the amount of dirt that will be deposited on the adjacent road areas.
4. The storm runoff from the site will be handled by an underground pipe system.
5. The proposed detention pond has been design to function as a sediment basin for the site.

2. STORM WATER MANAGEMENT:
a. Storm runoff from the site will route through the proposed detention pond before discharging into an existing 18. CMP through and existing drainage easement.
b. The proposed detention pond will reduce the developed flows to less than the pre-developed conditions for the 2 year, 5 year, 10 year, 25 year, 50 year, and 100 year storm events.

3. OTHER CONTROLS:
a. Building construction material shall not be disposed of on site and shall not be allowed to be dumped into any adjacent state waters.
b. Vehicle tracking of sediment and dust will be controlled by the continuous maintenance of the gravel construction entrance(s).
c. The ESPCP shall incorporate and adhere to all local and state waste disposal and sanitary sewer system regulations.

4. APPROVED STATE AND LOCAL PLANS:
a. The ESPCP shall incorporate all requirements that are stipulated in any state and local permits issued pertaining to the control and management of storm water from the construction site.
b. The ESPCP shall be revised to reflect any changes to protect surface waters that are brought about by written notice from local or state agencies having jurisdiction. The permittee must certify that the ESPCP has been modified to address such changes.

IV. MAINTENANCE

Refer to Erosion Control Notes shown on the Erosion Control Plan (Sheet 6).

V. INSPECTIONS

1. Each day of construction, the contractor's qualified personnel shall inspect:
a. All areas where petroleum products are stored , used, or handled for spills and leaks.
b. All locations at the site where vehicles enter or exit the site for evidence of off-site tracking.
c. Measure rainfall once each 24 hours until N.O.T. is submitted.

2. Qualified personnel shall inspect at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 1/2 inch or greater the following items:
a . Disturbed areas of the site that have not undergone final stabilization.
b. Areas of storage of materials that are exposed to precipitation that have not undergone final stabilization.
c. Structural control measures, Erosion and sediment control measures identified on the plan shall be inspected to determine effectiveness at preventing significant impacts to receiving waters. Continue inspections until N.O.T. is submitted.

3. Qualified personnel shall inspect at least once per month (until N.O.T.) the areas of the site that have undergone final stabilization. These areas shall be inspected for evidence or potential for pollutants entering the drainage system and receiving waters. E&SC measures identified on the plan shall be observed to ensure they are operating correctly. Accessible discharge points shall be inspected to determine effectiveness at preventing significant impacts to receiving waters.

4. Based on the results of each inspection, the site description and the control measures shall be revised as appropriate-not later than 7 calendar days after each inspection.

5. A report summarizing the scope of each inspection and the name(s) of personnel making each inspection, the inspection dates, major observations relating to the implementation of the ES&PC plan and actions taken to revise control measures (see above bullet) shall be made & retained at the site. Identify any incidents of non-compliance; if no incidents of non-compliance occur, qualified personnel shall certify in report that the site is in compliance with the ESPCP and permit NO.GAR100001. Continue reports until N.O.T.

EROSION SEDIMENTATION POLLUTION CONTROL PLAN

VI. SAMPLING REQUIREMENTS

1. Nephelometric Turbidity shall be monitored in receiving water(s) or outfalls in accordance with Permit NO. GAR100001. Refer to section IV.D.5.a thru IV.D.5.d. for monitoring criteria, and section IV.E for reporting criteria.

VII. NON-STORM WATER DISCHARGES

1. Sources of non-storm water that are combined with storm water discharges associated with construction activity, shall be identified.

2. Appropriate pollution prevention measures for the above mentioned non-storm water discharges shall be identified and implemented.

VIII. CERTIFICATION STATEMENT

"I certify that the permittee's erosion, sedimentation and pollution control plan provides for an appropriate and comprehensive system of best management practices required by the Georgia Water Quality Control Act and the Document "Manual for Erosion and Sediment Control in Georgia, published by the State Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, provides for the sampling of the receiving water(s) or the sampling of the receiving water(s) or the sampling of the storm water outfalls and that the designed system of best management practices and sampling methods is expected to meet the requirements contained in the general NPDES Permit NO. GAR100001."

ENGINEER

ALL CERTIFICATIONS MUST BE KEPT BY THE PERMITTEE WITH ALL FACILITY RECORDS ON SITE.

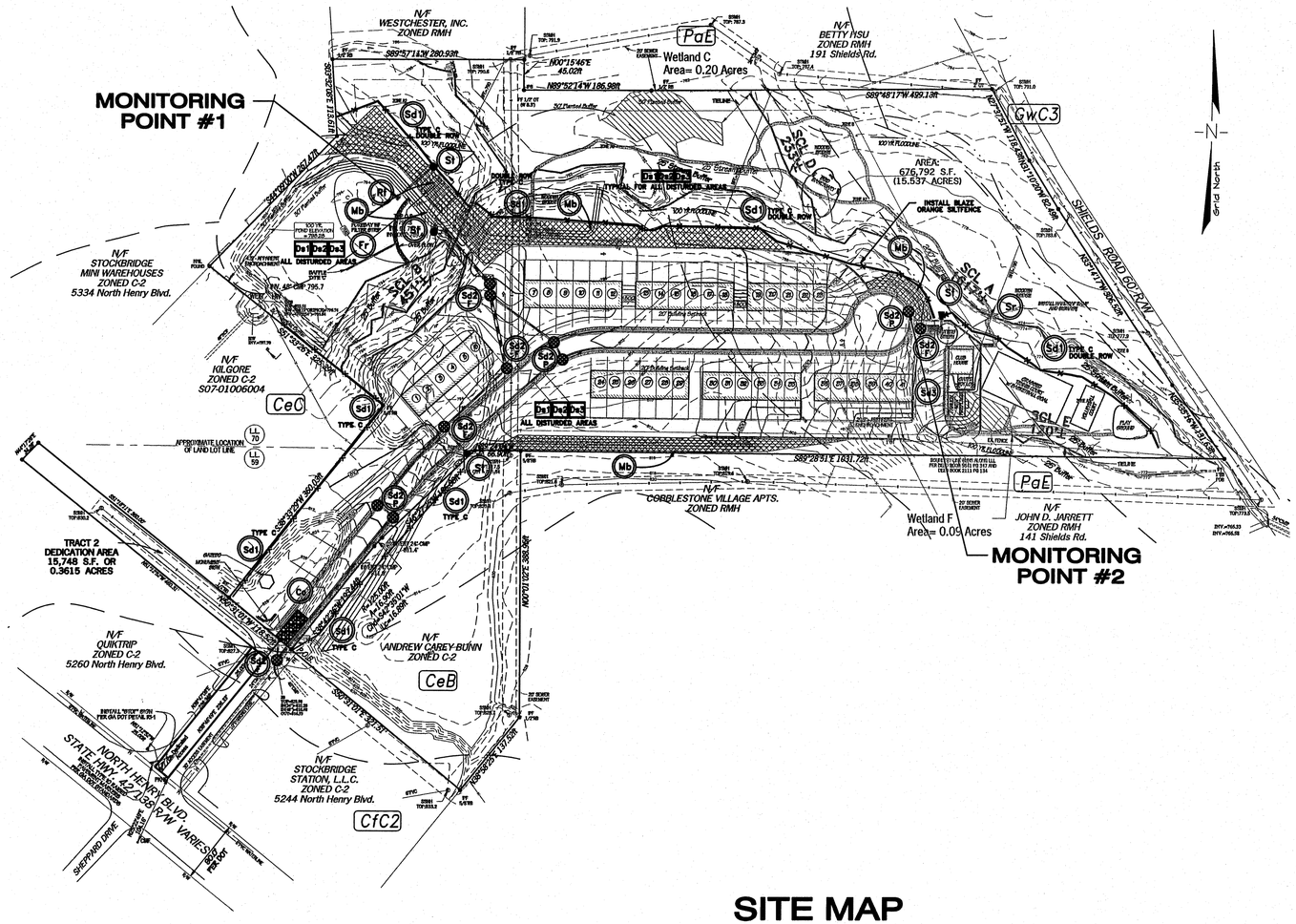
I CERTIFY UNDER THE PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATION DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.

THE PRIMARY, SECONDARY OR TERTIARY PERMITTEE SHALL MAKE EROSION, SEDIMENTATION & POLLUTION CONTROL PLANS AVAILABLE UPON REQUEST TO DESIGNATED OFFICALS OF THE LOCAL GOVERNMENT. INSPECTIONS SHALL BE DONE BY A QUALIFIED PERSONNEL PROVIDED BY THE PRIMARY PERMITTEE AND THE ASSOCIATED RECORDS SHALL BE KEPT ON SITE IN COMPLIANCE WITH GAR 10000_(1,2,3).

IDENTIFY LOCATION OF CONCRETE TRUCK WASHOUT AREA WITH THE FOLLOWING: CONCRETE TRUCK WASHOUT LOCATION SHALL BE IN A TEMPORARY TRUCK WASH AREA LOCATED AT THE ENTRANCE. WASHOUT SHALL BE CONTAINED WITH A PIT OR TRENCH WITH NO MATERIAL LEAVING THE SITE OR IMPACTING VEGETATED OR NON-DISTURBED AREAS. DISPOSAL OF MATERIAL SHALL INCLUDE THE BREAKING OF MATERIAL INTO SMALL AMOUNTS FOR TRASH DISPOSAL OR REMOVAL FROM SITE TO AN APPROPRIATE LANDFILL

PAINT AND/OR OTHER CHEMICALS SHALL BE STORED IN SECURED FACILITIES WITH RESTRICTED ACCESS TO EMPLOYEES ONLY. CLEANUP AND DISPOSAL OF THIS MATERIAL SHALL BE IN ACCORDANCE WITH ALL RECOGNIZED LOCAL AND FEDERAL REQUIREMENTS. ALL DISPOSAL SHALL BE TO APPROVED OFF-SITE WASTE FACILITIES CALSSIFIED TO ACCEPT THAT MATERIAL.

ALL PETROLEUM PRODUCTS SHALL BE STORED AND USED IN AN AREA THAT PROVIDES A SECONDARY CONTAINMENT FEATURE, AND SHALL BE LOCATED IN AN AREA WITH THE LEAST FORESEEABLE IMPACT IF A CATASTROPHIC EVENT SHOULD OCCUR. EMERGENCY CONTACT NUMBERS AND PROCEDURES FOR SPILLS SHALL BE AVAILABLE ON-SITE.



SITE MAP

100 50 0 100 200 300
GRAPHIC SCALE IN FEET
Scale: 1"=100'

Erosion Sedimentation & Pollution Control Plan

24-HR Contact:
Brian Cagle
770-210-4663

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GEORGIA REGISTERED PROFESSIONAL ENGINEER BRENT H. MOYE

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Erosion Sedimentation & Pollution Control Plan Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
p 770.210.4663
f 770.897.0971

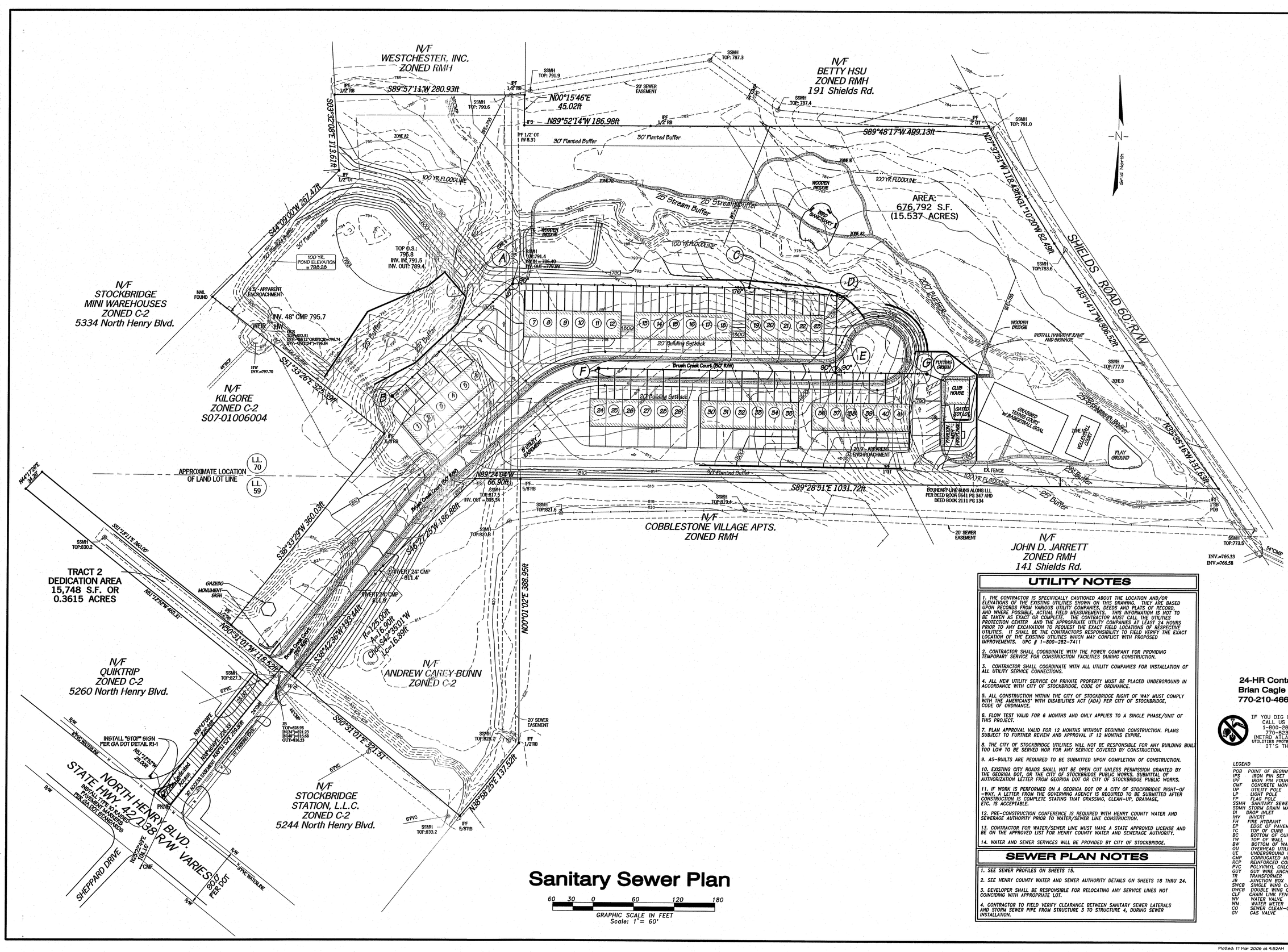
DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
02-03-06	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

8

8 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 9:44AM Project: F:\Projects\2004\2004.039\2004.039.civil.prc



UTILITY NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED ABOUT THE LOCATION AND/OR ELEVATIONS OF THE EXISTING UTILITIES SHOWN ON THIS DRAWING. THEY ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. THIS INFORMATION IS NOT TO BE TAKEN AS EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE UTILITIES PROTECTION CENTER AND THE APPROPRIATE UTILITY COMPANIES AT LEAST 24 HOURS PRIOR TO ANY EXCAVATION TO REQUEST THE EXACT FIELD LOCATIONS OF RESPECTIVE UTILITIES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION OF THE EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED IMPROVEMENTS. UPC # 1-800-282-7411

2. CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY FOR PROVIDING TEMPORARY SERVICE FOR CONSTRUCTION FACILITIES DURING CONSTRUCTION.

3. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION OF ALL UTILITY SERVICE CONNECTIONS.

4. ALL NEW UTILITY SERVICE ON PRIVATE PROPERTY MUST BE PLACED UNDERGROUND IN ACCORDANCE WITH CITY OF STOCKBRIDGE, CODE OF ORDINANCE.

5. ALL CONSTRUCTION WITHIN THE CITY OF STOCKBRIDGE RIGHT OF WAY MUST COMPLY WITH THE AMERICANS' WITH DISABILITIES ACT (ADA) PER CITY OF STOCKBRIDGE, CODE OF ORDINANCE.

6. FLOW TEST VALID FOR 6 MONTHS AND ONLY APPLIES TO A SINGLE PHASE/UNIT OF THIS PROJECT.

7. PLAN APPROVAL VALID FOR 12 MONTHS WITHOUT BEGINING CONSTRUCTION. PLANS SUBJECT TO FURTHER REVIEW AND APPROVAL IF 12 MONTHS EXPIRE.

8. THE CITY OF STOCKBRIDGE UTILITIES WILL NOT BE RESPONSIBLE FOR ANY BUILDING BUILT TOO LOW TO BE SERVED NOR FOR ANY SERVICE COVERED BY CONSTRUCTION.

9. AS-BUILTS ARE REQUIRED TO BE SUBMITTED UPON COMPLETION OF CONSTRUCTION.

10. EXISTING CITY ROADS SHALL NOT BE OPEN CUT UNLESS PERMISSION GRANTED BY THE GEORGIA DOT, OR THE CITY OF STOCKBRIDGE PUBLIC WORKS. SUBMITTAL OF AUTHORIZATION LETTER FROM GEORIGA DOT OR CITY OF STOCKBRIDGE PUBLIC WORKS.

11. IF WORK IS PERFORMED ON A GEORIGA DOT OR A CITY OF STOCKBRIDGE RIGHT-OF-WAY, A LETTER FROM THE GOVERNING AGENCY IS REQUIRED TO BE SUBMITTED AFTER CONSTRUCTION IS COMPLETE STATING THAT GRASSING, CLEAN-UP, DRAINAGE, ETC. IS ACCEPTABLE.

12. PRE-CONSTRUCTION CONFERENCE IS REQUIRED WITH HENRY COUNTY WATER AND SEWERAGE AUTHORITY PRIOR TO WATER/SEWER LINE CONSTRUCTION.

13. CONTRACTOR FOR WATER/SEWER LINE MUST HAVE A STATE APPROVED LICENSE AND BE ON THE APPROVED LIST FOR HENRY COUNTY WATER AND SEWERAGE AUTHORITY.

14. WATER AND SEWER SERVICES WILL BE PROVIDED BY CITY OF STOCKBRIDGE.

SEWER PLAN NOTES

1. SEE SEWER PROFILES ON SHEETS 15.

2. SEE HENRY COUNTY WATER AND SEWER AUTHORITY DETAILS ON SHEETS 18 THRU 24.

3. DEVELOPER SHALL BE RESPONSIBLE FOR RELOCATING ANY SERVICE LINES NOT COINCIDING WITH APPROPRIATE LOT.

4. CONTRACTOR TO FIELD VERIFY CLEARANCE BETWEEN SANITARY SEWER LATERALS AND STORM SEWER PIPE FROM STRUCTURE 3 TO STRUCTURE 4, DURING SEWER INSTALLATION.

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LEGEND

POB	POINT OF BEGINNING
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
DI	DROP INLET
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GUY	GUY WIRE ANCHOR
TR	TRANSFORMER
JB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE

Sanitary Sewer Plan

60 30 0 60 120 180
GRAPHIC SCALE IN FEET
Scale: 1" = 60'

GEORGIA REGISTERED No. 2819 BRENT H. MOTE

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5465

Sanitary Sewer Plan Prepared For:

Brush Creek Commons

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9

9 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 4:52AM Projects F:\Projects\2004\2004.039\2004.039.dwl.pre

GENERAL CONSTRUCTION REQUIREMENTS

1. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY ALL UTILITY COMPANIES PRIOR TO EXCAVATION.

2. THE DEVELOPER SHALL NOTIFY THE COUNTY WATER AND SEWER DEPARTMENT 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. THIS DEPARTMENT MAY REQUEST A PRE-CONSTRUCTION CONFERENCE WITH DEVELOPER AND HIS CONTRACTOR BEFORE BEGINNING CONSTRUCTION.

3. ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY AUTHORIZED REPRESENTATIVES OF HENRY COUNTY WATER AND SEWER AUTHORITY AT ANY TIME, AND AT THEIR REQUEST NO DIRT COVER SHALL BE PLACED ON ANY PORTION OF COMPLETED WATER AND SEWER SYSTEM UNTIL IT HAS BEEN INSPECTED AND APPROVED BY THE HENRY COUNTY WATER AND SEWER AUTHORITY INSPECTOR.

4. IT SHALL BE THE REPONSIBILITY OF THE DEVELOPER TO COORDINATE ALL CONSTRUCTION. ADDITIONALLY, THE DEVELOPER SHALL BE RESPONSIBLE FOR INSURING THAT ALL CONSTRUCTION BE IN ACCORDANCE WITH APPLICABLE HENRY COUNTY WATER AND SEWERAGE AUTHORITY STANDARDS AND SPECIFICATIONS.

5. THE DEVELOPER SHALL EMPLOY A UTILITY CONTRACTOR WITH A VALID STATE UTILITY CONTRACTOR LICENSE. THE CONTRACTOR SHALL HAVE A COMPETENT SUPERVISORS ON THE SITE.

6. ALL CONSTRUCTION SHALL BE APPROPRIATELY FLAGGED PRIOR TO CONSTRUCTION OF BUILDING.

WATER NOTES

1. ALL CONSTRUCTION AND MATERIALS MUST CONFORM TO HENRY COUNTY STANDARDS AND SPECIFICATIONS.

2. ALL SERVICES REQUIRING A 1" METER OR LESS 1" TYPE "K" SOFT ANNEALED COPPER TUBING SHALL BE INSTALLED FROM THE WATER MAIN TO THE METER.

3. ALL SERVICE LINES SHALL BE INSTALLED BY THE DEVELOPERS CONTRACTOR ACCORDING TO HENRY COUNTY WATER AND SEWERAGE AUTHORITYS STANDARD DETAILS.

4. SERVICE LINES SHALL BE 1" OR TYPE "K" SOFT ANNEALED COPPER TO THE COMMON PROPERTY LINE AND KEPT TO A MINIMUM 4.5" DEPTH BELOW GRADE. ONCE PAST THE RIGHT OF WAY, TWO COMPRESSION 90° BENDS SHOULD BE USED TO BRING TUBING WITHIN 1' OF ANTICIPATED FINAL GRADE WHERE A 1" CURB STOP AND A 1"x3/4" PACK JOINT "T" SHALL BE INSTALLED. A 3/4" TYPE "K" COPPER SERVICE SHALL BE RUN TO EACH LOT WITH A 3/4" CURB STOP SET INSIDE A METER BOX ADJACENT TO THE PROPERTY LINE, APPROXIMATELY 3' OUTSIDE THE RIGHT OF WAY.

5. A 2" PVC SLEEVE SHALL BE PROVIDED FOR THE LONG SIDE SERVICES AND SHALL EXTEND 2' BEYOND BOTH SIDES OF THE CURB. ONCE THE SLEEVE IS INSTALLED, THE CURB OPPOSITE THE WATERLINE SHALL BE MARKED BY SAWING AN "X" IN THE CURBING AND PLACING A 2" PIPE VERTICALLY ADJACENT TO AN IRON PIN IMMEDIATELY BEHIND THE CURB OR AT THE EDGE OF THE PAVEMENT.

6. STANDARD HOUSE SERVICES IS 3/4".

7. CURB AND GUTTER REQUIRED PRIOR TO WATER LINE CONSTRUCTION.

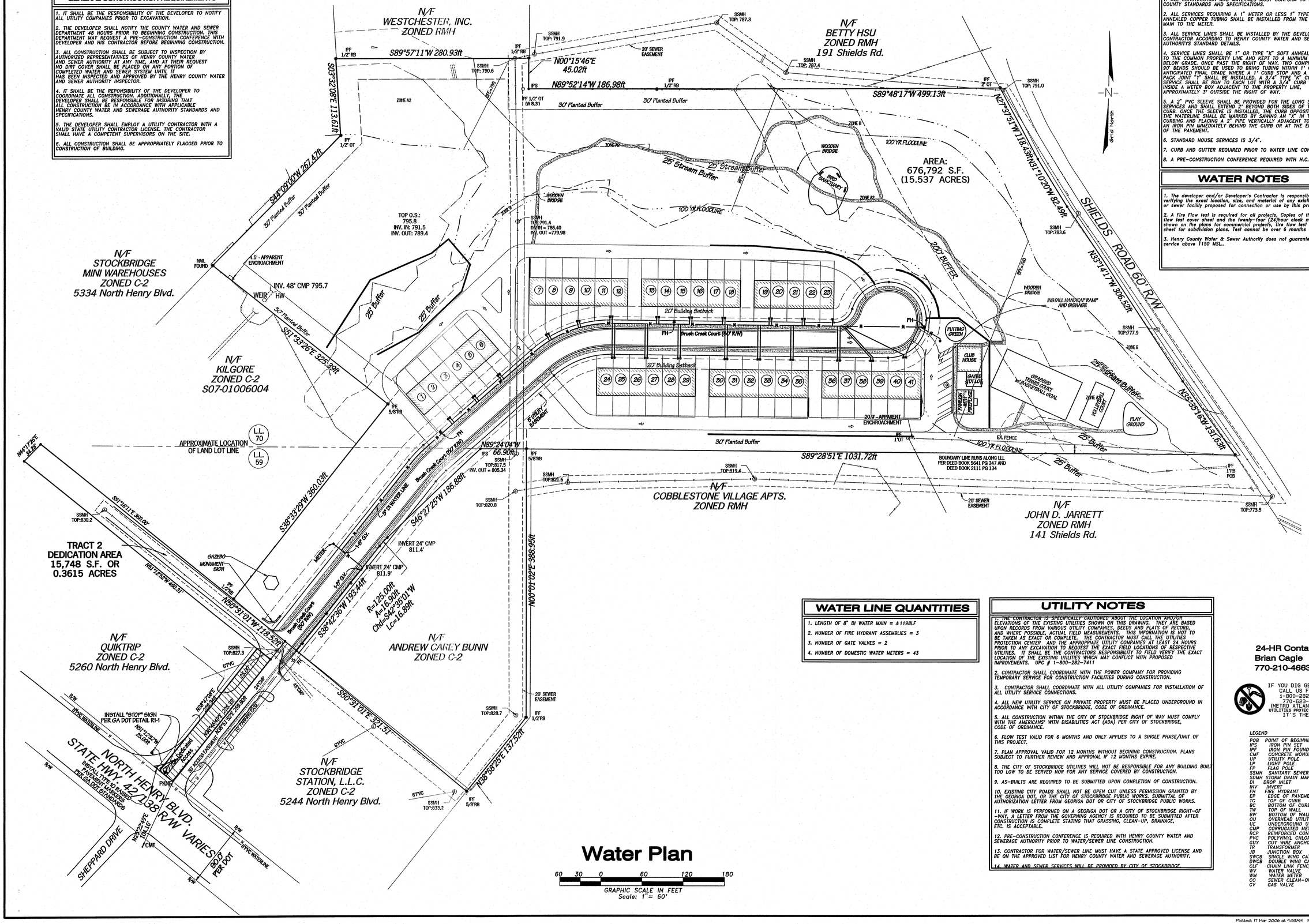
8. A PRE-CONSTRUCTION CONFERENCE REQUIRED WITH H.C.W.S.A.

WATER NOTES

1. The developer and/or Developer's Contractor is responsible for verifying the exact location, size, and material of any existing water or sewer facility proposed for connection or use by this project.

2. A Fire Flow test is required for all projects. Copies of the fire flow test cover sheet and the twenty-four (24)hour clock must be shown on the plans for commercial projects. fire flow test cover sheet for subdivision plans. Test cannot be over 6 months old.

3. Henry County Water & Sewer Authority does not guarantee water service above 1150 MSL..



WATER LINE QUANTITIES

1. LENGTH OF 8" DI WATER MAIN = ±1198LF
2. NUMBER OF FIRE HYDRANT ASSEMBLIES = 3
3. NUMBER OF GATE VALVES = 2
4. NUMBER OF DOMESTIC WATER METERS = 43

UTILITY NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED ABOUT THE LOCATION AND/OR ELEVATIONS OF THE EXISTING UTILITIES SHOWN ON THIS DRAWING. THEY ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. THIS INFORMATION IS NOT TO BE TAKEN AS EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE UTILITIES PROTECTION CENTER AND THE APPROPRIATE UTILITY COMPANIES AT LEAST 24 HOURS PRIOR TO ANY EXCAVATION TO REQUEST THE EXACT FIELD LOCATIONS OF RESPECTIVE UTILITIES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION OF THE EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED IMPROVEMENTS. UPC # 1-800-282-7411

2. CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY FOR PROVIDING TEMPORARY SERVICE FOR CONSTRUCTION FACILITIES DURING CONSTRUCTION.

3. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION OF ALL UTILITY SERVICE CONNECTIONS.

4. ALL NEW UTILITY SERVICE ON PRIVATE PROPERTY MUST BE PLACED UNDERGROUND IN ACCORDANCE WITH CITY OF STOCKBRIDGE, CODE OF ORDINANCE.

5. ALL CONSTRUCTION WITHIN THE CITY OF STOCKBRIDGE RIGHT OF WAY MUST COMPLY WITH THE AMERICANS' WITH DISABILITIES ACT (ADA) PER CITY OF STOCKBRIDGE, CODE OF ORDINANCE.

6. FLOW TEST VALID FOR 6 MONTHS AND ONLY APPLIES TO A SINGLE PHASE/UNIT OF THIS PROJECT.

7. PLAN APPROVAL VALID FOR 12 MONTHS WITHOUT BEGINING CONSTRUCTION. PLANS SUBJECT TO FURTHER REVIEW AND APPROVAL IF 12 MONTHS EXPIRE.

8. THE CITY OF STOCKBRIDGE UTILITIES WILL NOT BE RESPONSIBLE FOR ANY BUILDING BUILT TOO LOW TO BE SERVED NOR FOR ANY SERVICE COVERED BY CONSTRUCTION.

9. AS-BUILTS ARE REQUIRED TO BE SUBMITTED UPON COMPLETION OF CONSTRUCTION.

10. EXISTING CITY ROADS SHALL NOT BE OPEN CUT UNLESS PERMISSION GRANTED BY THE GEORGIA DOT, OR THE CITY OF STOCKBRIDGE PUBLIC WORKS. SUBMITTAL OF AUTHORIZATION LETTER FROM GEORIGA DOT OR CITY OF STOCKBRIDGE PUBLIC WORKS.

11. IF WORK IS PERFORMED ON A GEORIGA DOT OR A CITY OF STOCKBRIDGE RIGHT-OF-WAY, A LETTER FROM THE GOVERNING AGENCY IS REQUIRED TO BE SUBMITTED AFTER CONSTRUCTION IS COMPLETE STATING THAT GRASSING, CLEAN-UP, DRAINAGE, ETC. IS ACCEPTABLE.

12. PRE-CONSTRUCTION CONFERENCE IS REQUIRED WITH HENRY COUNTY WATER AND SEWERAGE AUTHORITY PRIOR TO WATER/SEWER LINE CONSTRUCTION.

13. CONTRACTOR FOR WATER/SEWER LINE MUST HAVE A STATE APPROVED LICENSE AND BE ON THE APPROVED LIST FOR HENRY COUNTY WATER AND SEWERAGE AUTHORITY.

14. WATER AND SEWER SERVICES WILL BE PROVIDED BY CITY OF STOCKBRIDGE.

Water Plan

60 30 0 60 120 180

GRAPHIC SCALE IN FEET
Scale: 1"= 60'

24-HR Contact:
Brian Cagle
770-210-4663

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1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

LEGEND

POB	POINT OF BEGINNING
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
DI	DROP INLET
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GUY	GUY WIRE ANCHOR
TR	TRANSFORMER
JB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE

GEORGIA
Brent H. Moye
3-12-06
REGISTERED
BRENT H. MOYE

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Water Plan Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
p 770.210.4663
f 770.897.0971

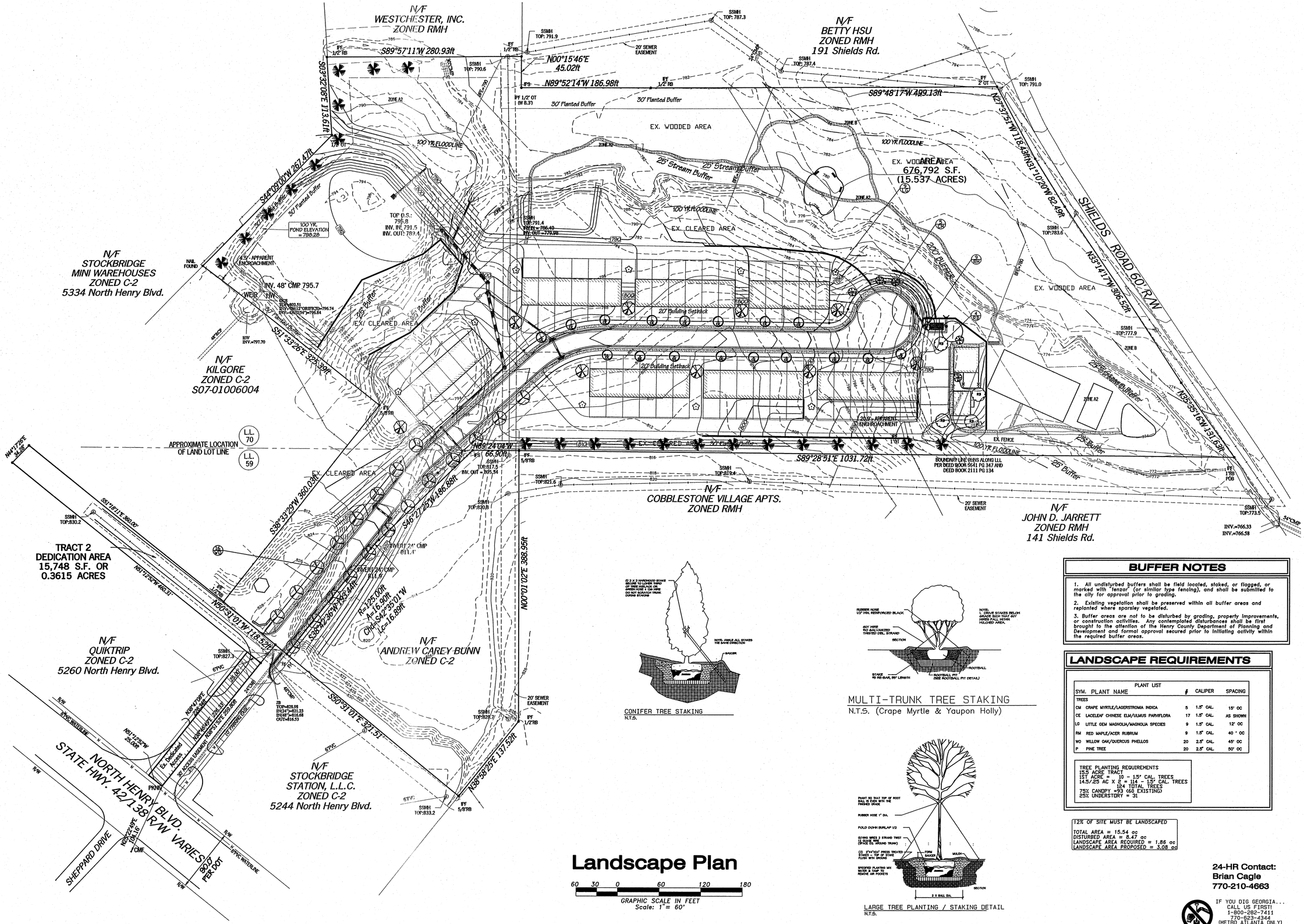
DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

10

10 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 4:58AM Project: F:\Projects\2004\2004.039\2004.039.civil.prp



Landscape Plan

60 30 0 60 120 180

GRAPHIC SCALE IN FEET
Scale: 1" = 60'

CONIFER TREE STAKING
N.T.S.

MULTI-TRUNK TREE STAKING
N.T.S. (Crape Myrtle & Yaupon Holly)

LARGE TREE PLANTING / STAKING DETAIL
N.T.S.

BUFFER NOTES

1. All undisturbed buffers shall be field located, staked, or flagged, or marked with "tenzar" (or similar type fencing), and shall be submitted to the city for approval prior to grading.
2. Existing vegetation shall be preserved within all buffer areas and replanted where sparsley vegetated.
3. Buffer areas are not to be disturbed by grading, property improvements, or construction activities. Any contemplated disturbances shall be first brought to the attention of the Henry County Department of Planning and Development and formal approval secured prior to initiating activity within the required buffer areas.

LANDSCAPE REQUIREMENTS

PLANT LIST

SYM.	PLANT NAME	#	CALIPER	SPACING
TREES				
CM	CRAPE MYRTLE/LAGERSTROMIA INDICA	5	1.5" CAL.	15' OC
CE	LACELEAF CHINESE ELM/ULMUS PARVIFLORA	17	1.5" CAL.	AS SHOWN
LG	LITTLE GEM MAGNOLIA/MAGNOLIA SPECIES	9	1.5" CAL.	12' OC
RM	RED MAPLE/ACER RUBRUM	9	1.5" CAL.	40 ' OC
WO	WILLOW OAK/QUERCUS PHELLOS	20	2.5" CAL.	45' OC
P	PINE TREE	20	2.5" CAL.	50' OC

TREE PLANTING REQUIREMENTS
15.5 ACRE TRACT
1ST ACRE = 10 - 1.5" CAL. TREES
14.5/.25 AC X 2 = 114 - 1.5" CAL. TREES
124 TOTAL TREES
75% CANOPY =93 (60 EXISTING)
25% UNDERSTORY = 31

12% OF SITE MUST BE LANDSCAPED

TOTAL AREA = 15.54 ac
DISTURBED AREA = 8.47 ac
LANDSCAPE AREA REQUIRED = 1.86 ac
LANDSCAPE AREA PROPOSED = 3.08 ac

24-HR Contact:
Brian Cagle
770-210-4663

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STATE OF GEORGIA
BECKY BETTS MORRIS
No. 889
REGISTERED
LANDSCAPE ARCHITECT

LEAD
land planning and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Landscape Plan Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Loveland, Georgia 30250
p 770.897.0971
f 770.897.0971

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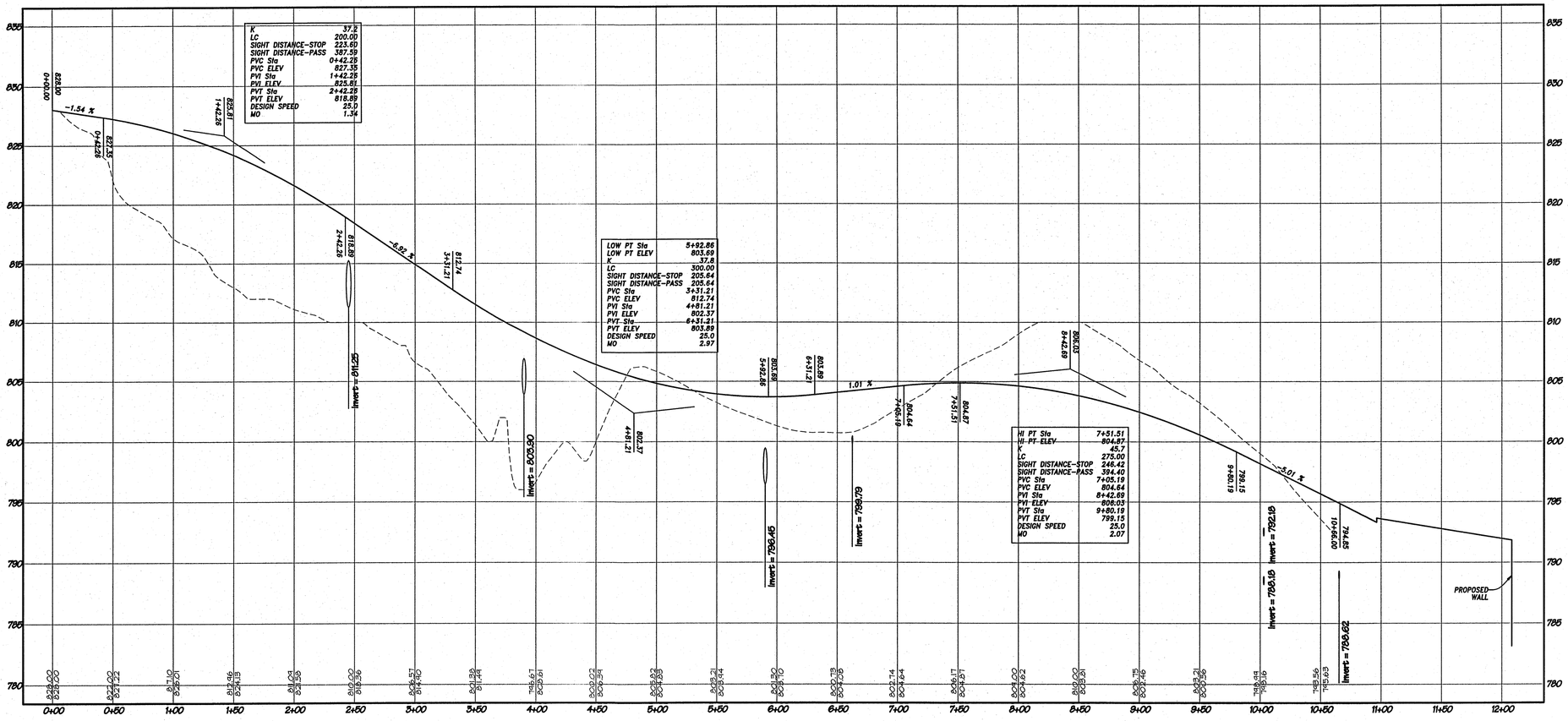
11

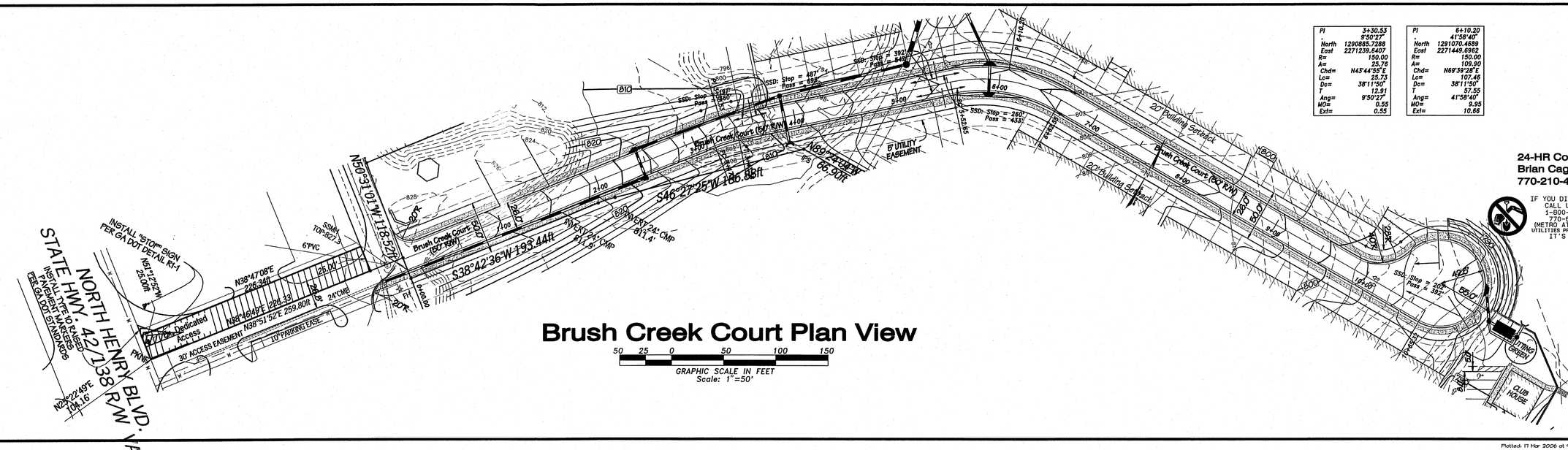
11 OF 26 SHEETS
FILE NUMBER: 04-D-039

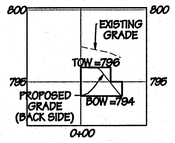
Plotted: 17 Mar 2006 at 9:48AM Project: F:\Projects\2004\2004.039\2004.039civil.pro



Brush Creek Court Profile

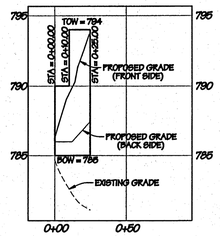
Scale: Hor - 1" = 50'; Ver - 1" = 5'


PI 3+30.53
- 9°50'27"
North 1290885.7288
East 2271239.6407
R= 150.00
A= 25.76
Chd= N43°44'55"E
Lc= 25.73
Dc= 38°11'50"
T 12.91
Ang= 9°50'27"
MO= 0.55
Ext= 0.55
PI 6+10.20
- 41°58'40"
North 1291070.4689
East 2271449.6962
R= 150.00
A= 109.90
Chd= N69°39'28"E
Lc= 107.46
Dc= 38°11'50"
T 57.55
Ang= 41°58'40"
MO= 9.95
Ext= 10.66
Brush Creek Court (50' R/W)
S46°27'25"W 186.88ft
S38°42'36"W 193.44ft
N38°47'08"E 226.34ft
N38°46'49"E 226.35ft
N38°51'52"E 259.80ft
N51°12'22"W 25.00ft
N29°22'49"E 104.16
N56°31'01"W 118.52ft
A=69°24'08"
66.90ft
R=150.00
A=69°24'08"
66.90ft
R=410.00
A=41°58'40"
300.32ft
R=150.00
A=41°58'40"
109.90ft
SSD: Stop = 487'
Pass = 595'
SSD: Stop = 260'
Pass = 433'
SSD: Stop = 392'
Pass = 446'
SSD: Stop = 392'
Pass = 446'
SSD: Stop = 392'
Pass = 446



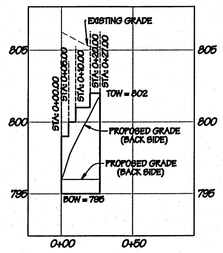
Retaining Wall A Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Retaining Wall D Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Retaining Wall F Profile

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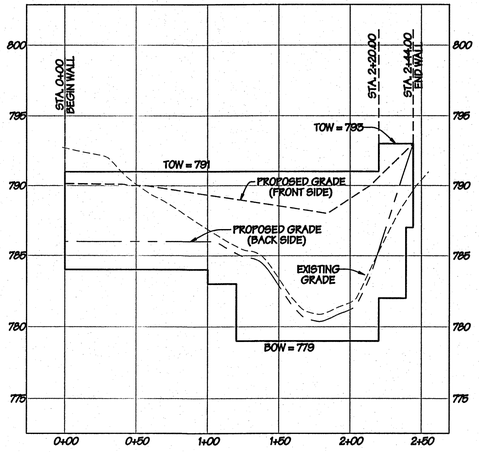
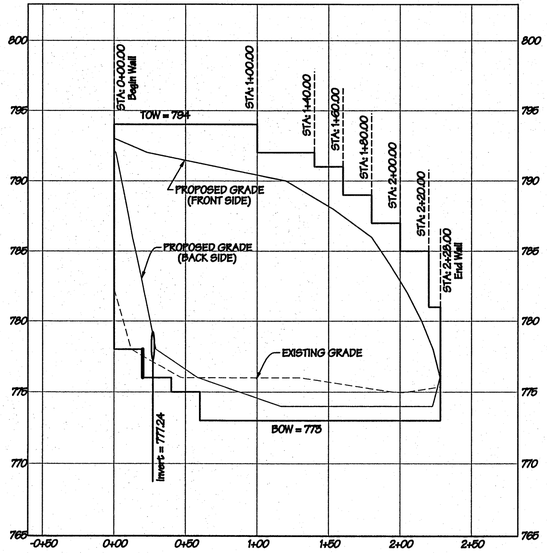


Retaining Wall B Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Retaining Wall C Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'

RETAINING WALL PROFILE ARE SHOWN HERE TO DEMONSTRATE GRADE TRANSITIONS. CONTRACTOR MUST PROVIDE DETAILED WALL DESIGN CERTIFIED BY A STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL BY HENRY COUNTY BUILDING DEPARTMENT.

RETAINING WALL (RESIDENTIAL AND COMMERCIAL) BUILDING PERMIT REQUIREMENTS

A BUILDING PERMIT MUST BE OBTAINED PRIOR TO ANY RETAINING WALL CONSTRUCTION.

EXCEPTIONS: (1) A BUILDING IS NOT REQUIRED FOR RETAINING WALLS THAT ARE 4 FEET OR LESS IN HEIGHT, AND (2) PROVIDED THAT THE SLOPE OF BACKFILL MATERIALS DOES NOT EXCEED A 1 FOOT RISE IN 3 FEET LENGTH.

STEP 1: OBTAIN APPROVAL FROM THE BUILDING DEPARTMENT. FOR RETAINING WALLS THAT EXCEED 4 FEET, A DESIGN DRAWING BY A GEORGIA REGISTERED PROFESSIONAL ENGINEER IS REQUIRED. A DESIGN DRAWING MUST BE SUBMITTED FOR REVIEW. OFFICE HOURS OF THE BUILDING DEPARTMENT SECTION ARE MONDAY THROUGH FRIDAY, 8 AM TO 5 PM, EXCEPT HOLIDAYS.

STEP 2: OBTAIN A BUILDING PERMIT APPLICATION FORM AT THE BUILDING DEPARTMENT. THIS APPLICATION FORM MAY ALSO BE OBTAINED BY VISITING THE FOLLOWING WEB SITE: WWW.CO.HENRY.GA.US.

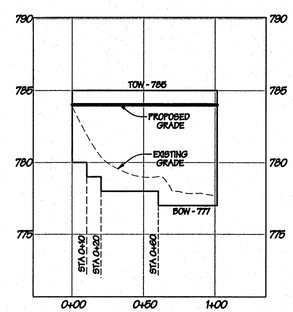
STEP 3: OBTAIN BUILDING PERMIT AT THE BUILDING PERMITS COUNTER. SUBMIT THE BUILDING PERMIT APPLICATION, PROOF OF APPROVAL BY THE BUILDING DEPARTMENT, AND PERMIT FEE. THE PERMIT FEE IS CALCULATED AS FOLLOWS: $3.70 PER $1,000 OF ESTIMATED CONSTRUCTION COST (MINIMUM FEE IS $50). THERE IS NO FEE FOR THE REQUIRED CERTIFICATE OF COMPLETION. FEES MUST BE PAID AT TIME OF PERMIT ISSUANCE. OFFICE HOURS FOR BUILDING PERMITS ARE 8 AM TO 5 PM, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS.

INSPECTION REQUIREMENTS. INSPECTIONS ARE REQUESTED BY CALLING YOUR DEVELOPMENT INSPECTOR 24 HOURS IN ADVANCE.

(1) FOR "POURED IN PLACE" RETAINING WALLS, A "FOOTING INSPECTION" MUST BE SCHEDULED AND SUCCESSFULLY PASSED PRIOR TO POURING. ONCE THE FOOTING HAS BEEN POURED, AND ONE SIDE OF THE FORMS & STRUCTURAL STEEL IS IN PLACE, A "WALL INSPECTION" MUST BE SCHEDULED, PERFORMED AND SUCCESSFULLY PASSED.

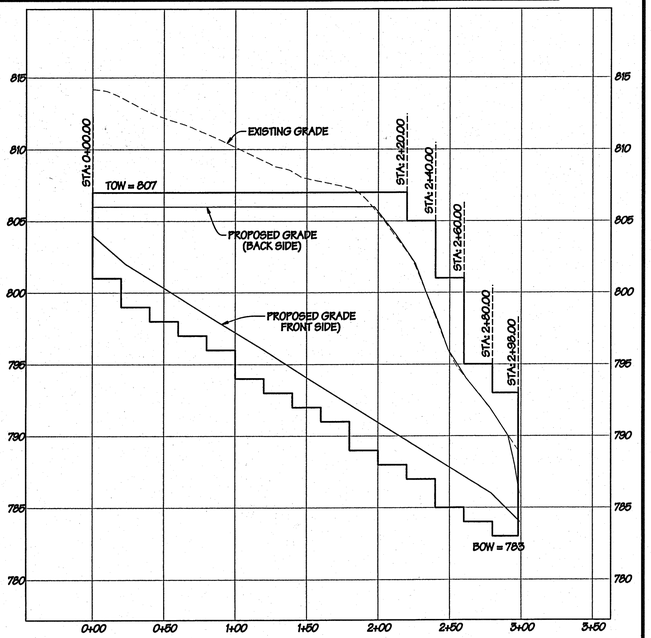
(2) FOR "CROSS-TIE" RETAINING WALLS, A "WALL INSPECTION" MUST BE SCHEDULED AND SUCCESSFULLY PASSED FOR VERIFICATION OF ADEQUATE "DEAD-MEN" AND PROPER DRAINAGE DESIGN FOR THE WALL PRIOR TO BACKFILL MATERIAL BEING INSTALLED.

(3) AFTER THE WALL IS COMPLETELY FINISHED, FINAL INSPECTION MUST BE SCHEDULED, PERFORMED AND SUCCESSFULLY PASSED IN ORDER TO RECEIVE THE REQUIRED CERTIFICATE OF COMPLETION.



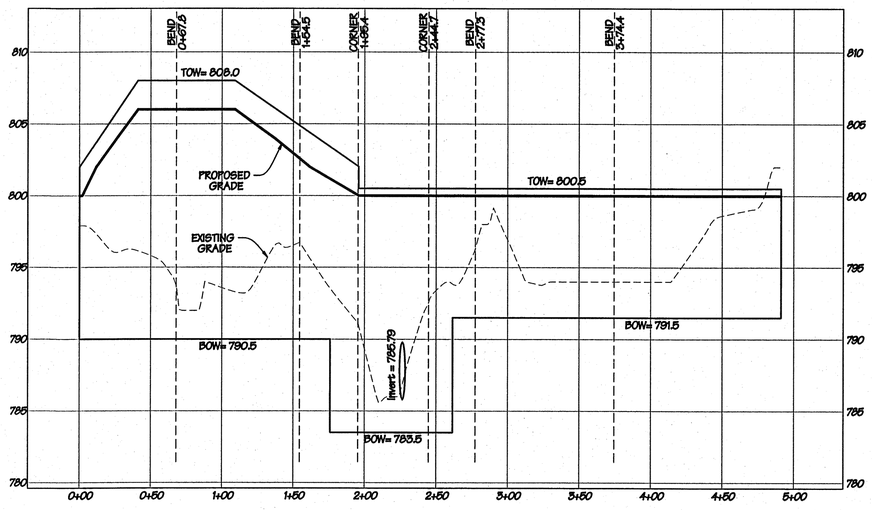
Retaining Wall H Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Retaining Wall E Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Retaining Wall G Profile

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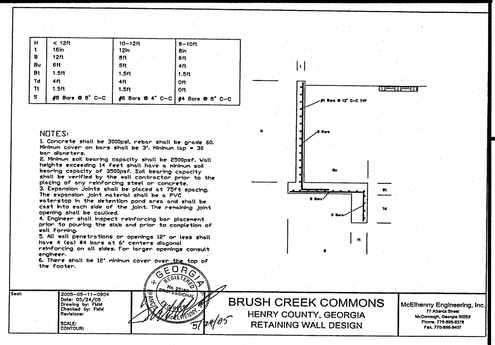

Retaining Wall G Cross Section

GEORGIA REGISTERED PROFESSIONAL ENGINEER BRENT H. MOTE 03.17.06

LEAD land planning and development
252 Keys Ferry Street
McDonough, GA 30253
P 678.432.5720
F 678.432.5463

Retaining Wall Profiles Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Loganville, Georgia 30250
P 770.897.0971

DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
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DATE: 25 Jan, 2005
LAND LOT: 59 & 70
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13

13 OF 26 SHEETS
FILE NUMBER: 04-D-039

24-HR Contact:
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770-210-4663

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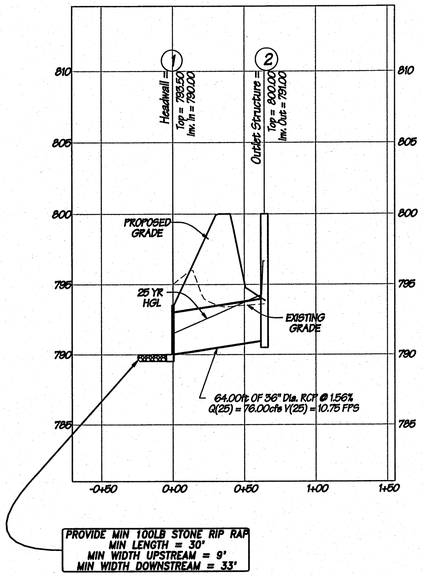
Plotted: 17 Mar 2006 at 8:52AM Project: F:\Projects\2004\2004.039\2004.039civil.pro



Storm Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'

STORM SEWER DATA								
FROM		TO		PIPE DATA				
NODE NAME (PT#)	OUTLET ELEV	NODE NAME (PT#)	INLET ELEV	%GRADE	SIZE	LENGTH	BASIN AREA	Q
Headwall 1	784.000	Outlet Structure 2	791.000	10.448	36" Dia.	67.000	0.00	76.000

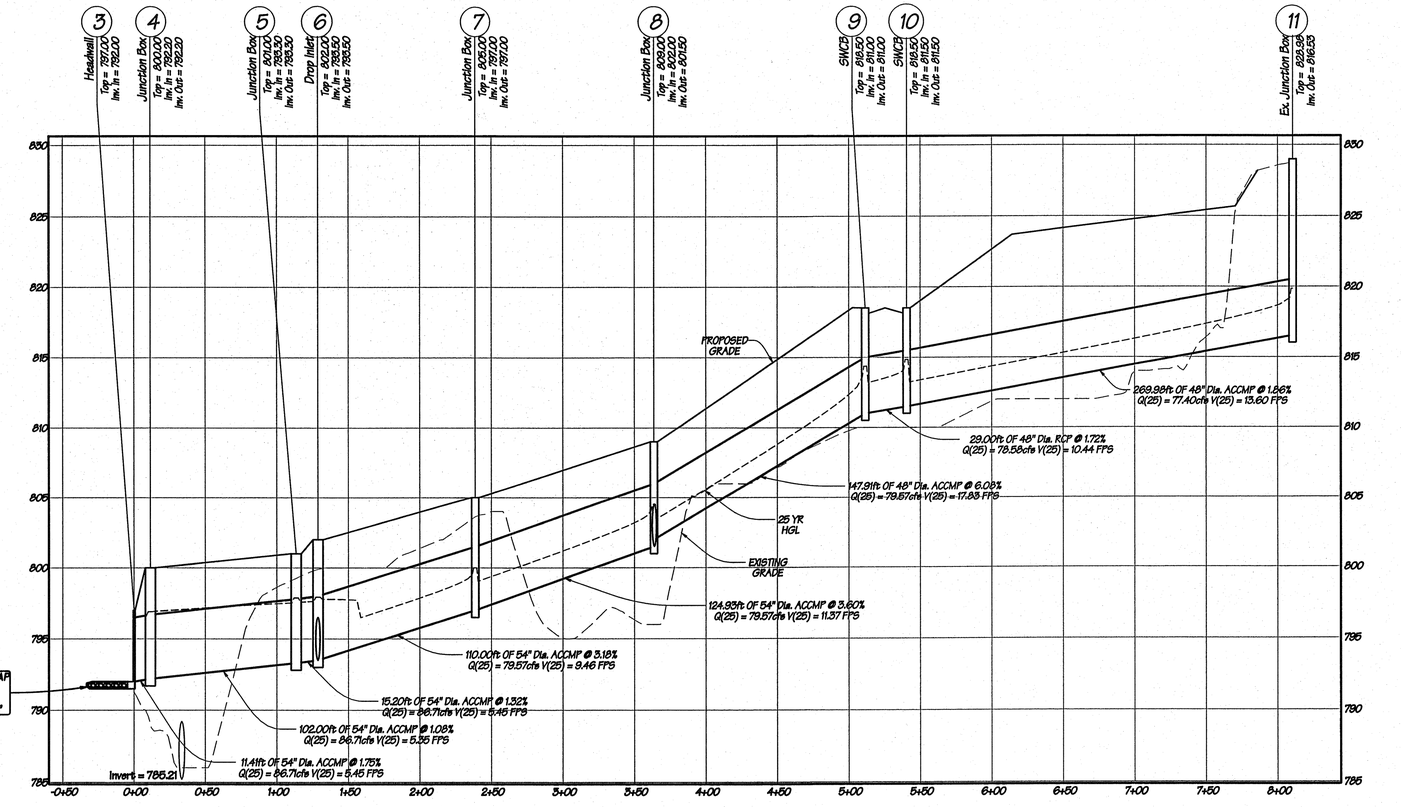
STORM SEWER DATA								
FROM		TO		PIPE DATA				
NODE NAME (PT#)	OUTLET ELEV	NODE NAME (PT#)	INLET ELEV	%GRADE	SIZE	LENGTH	BASIN AREA	Q
HW 3	792.000	JB 4	792.200	1.752	54" Dia.	11.414	0.00000	86.710
JB 4	792.200	JB 5	793.300	1.078	54" Dia.	102.000	0.00000	86.710
JB 5	793.300	DI 6	793.500	1.316	54" Dia.	15.203	0.00000	86.710
DI 6	793.500	JB 7	797.000	3.162	54" Dia.	110.000	0.00000	79.570
JB 7	797.000	JB 8	801.500	3.602	54" Dia.	124.929	0.00000	79.570
JB 8	802.000	SWCB 9	811.000	6.085	48" Dia.	147.913	0.00000	79.570
SWCB 9	811.000	SWCB 10	811.500	1.724	48" Dia.	29.000	0.00000	78.580
SWCB 10	811.500	EX JB 11	816.530	1.863	48" Dia.	269.985	0.00000	77.400

STORM SEWER DATA								
FROM		TO		PIPE DATA				
NODE NAME (PT#)	OUTLET ELEV	NODE NAME (PT#)	INLET ELEV	%GRADE	SIZE	LENGTH	BASIN AREA	Q
DI 6	795.000	DWCB 13	796.200	1.043	36" Dia.	115.000	0.00000	6.810
DWCB 13	796.200	DWCB 14	796.700	1.705	36" Dia.	29.333	0.00000	4.810

STORM SEWER DATA								
FROM		TO		PIPE DATA				
NODE NAME (PT#)	OUTLET ELEV	NODE NAME (PT#)	INLET ELEV	%GRADE	SIZE	LENGTH	BASIN AREA	Q
JB 8	803.000	HW 12	805.000	4.348	36" Dia.	46.000	0.00000	37.500

STORM SEWER DATA								
FROM		TO		PIPE DATA				
NODE NAME (PT#)	OUTLET ELEV	NODE NAME (PT#)	INLET ELEV	%GRADE	SIZE	LENGTH	BASIN AREA	Q
HW 15	777.000	OIL 16	779.000	15.385	24" Dia.	13.000	0.00000	2.620
OIL 16	779.000	JB 17	779.300	1.227	24" Dia.	24.458	0.00000	2.620
JB 17	779.300	DWCB 18	782.800	11.667	24" Dia.	30.000	0.00000	2.620

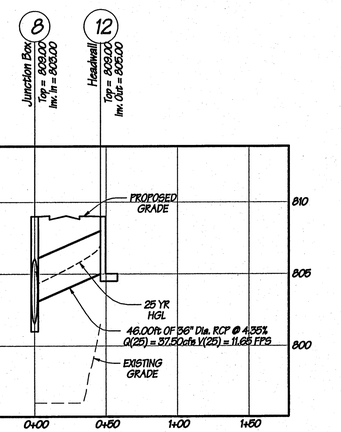
STORM SEWER DATA								
FROM		TO		PIPE DATA				
NODE NAME (PT#)	OUTLET ELEV	NODE NAME (PT#)	INLET ELEV	%GRADE	SIZE	LENGTH	BASIN AREA	Q
HW 19	782.000	HW 20	785.000	5.000	48" Dia.	80.000	0.00000	4.000



Storm Sewer Profile

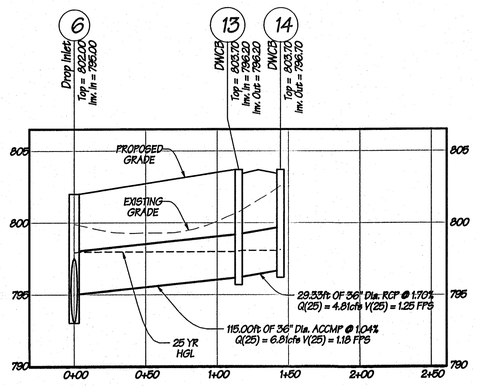
Scale: Hor - 1" = 50'; Ver - 1" = 5

ADJUST ALL OUTLET HEADWALL INVERTS TO ALLOW THE REQUIRED OUTLET PROTECTION TO BE INSTALLED AT 0% SLOPE WITH NO OVERFLOW AT THE DOWNSTREAM END OF THE SPRON. ALL 48" DIAMETER OR LARGER STORM DRAIN PIPE SHALL BE FIELD STRUTTED AS DIRECTED BY HENRY COUNTY BUILDING DEPARTMENT'S DEVELOPMENT INSPECTOR. ALL STROM DRAIN SHALL BE BITUMINOUS COATED CORRUGATED METAL PIPE. ALL JOINTS OF BCCMP WHICH ARE UNDER PAVEMENT SHALL HAVE RE-ROLLED ENDS AND CONNECTED WITH HUGGER TYPE BANDS WITH "O" RING GASKETS.



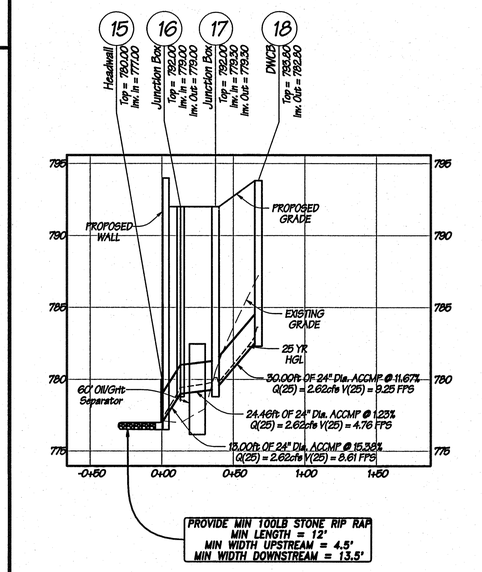
Storm Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Storm Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Storm Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'

24-HR Contact:
Brian Cagle
770-210-4663

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GEORGIA REGISTERED No. 19994 PROFESSIONAL ENGINEER BRENT H. MOYE 12.17.05

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Storm & Sanitary Sewer Profiles
Prepared For:
Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Locust Grove, GA 30250
p 770.210.4663
f 770.897.0971

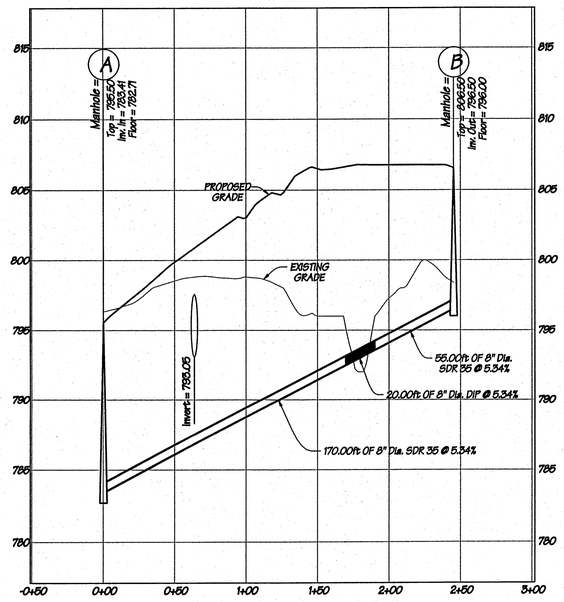
DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

14

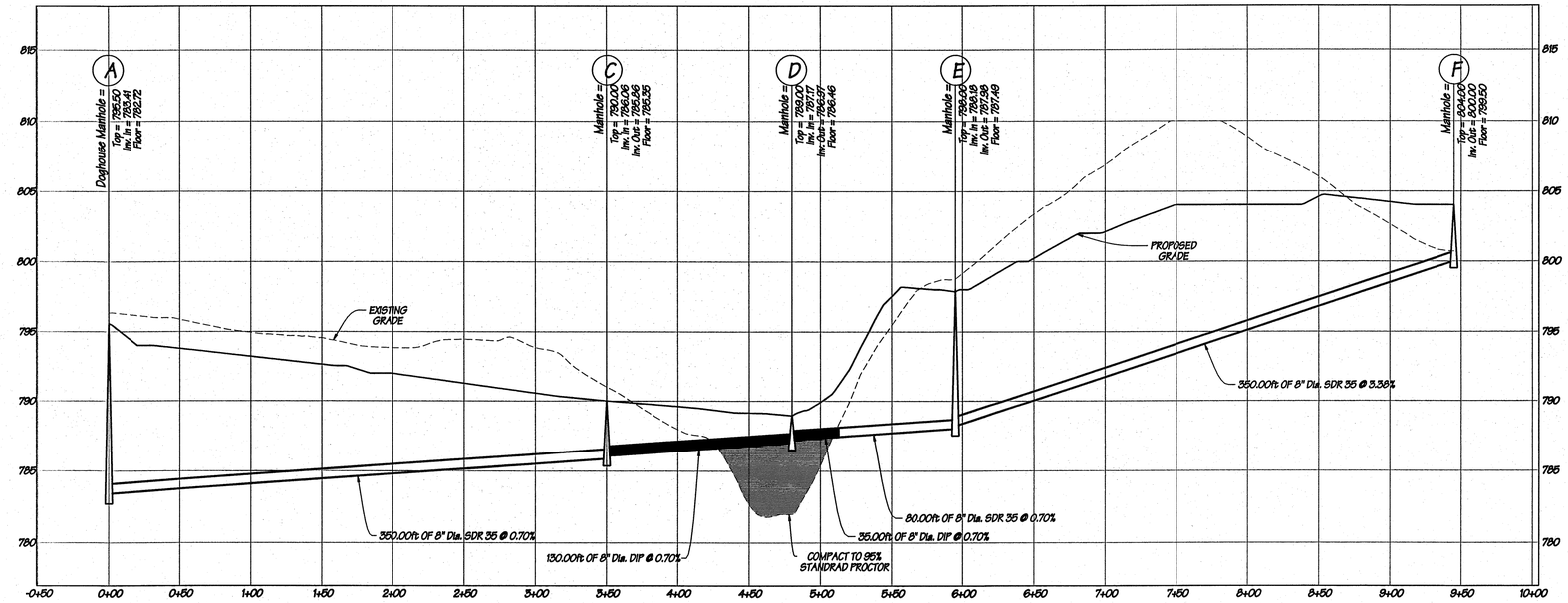
14 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 10:10AM Project: F:\Projects\2004\2004.039\2004.039.civil.pro



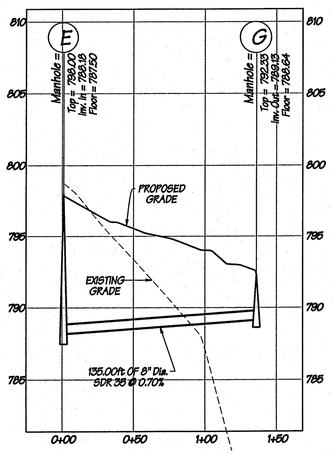
Sanitary Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



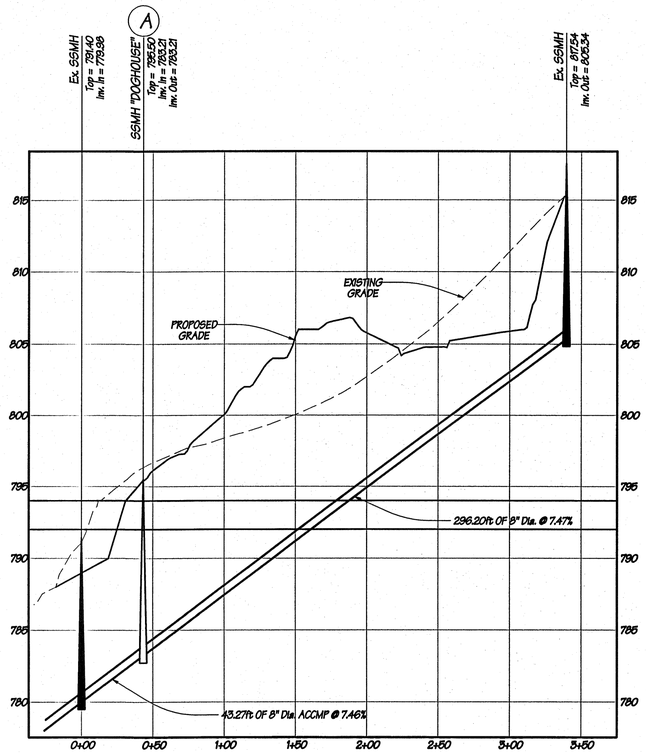
Sanitary Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



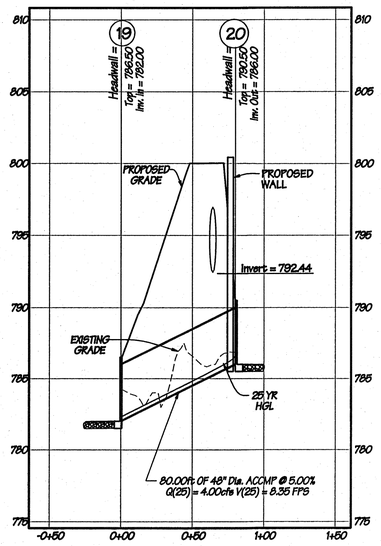
Sanitary Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Sanitary Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Storm Sewer Profile

Scale: Hor - 1" = 50'; Ver - 1" = 5'

GEORGIA REGISTERED PROFESSIONAL ENGINEER BRENT H. MOYE

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Storm & Sanitary Sewer Profiles
Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
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DATE:	RELEASE DESCRIPTION
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03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

15

15 OF 26 SHEETS
FILE NUMBER: 04-D-039

24-HR Contact:
Brian Cagle
770-210-4663

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Plotted: 17 Mar 2006 at 10:11AM Project: F:\Projects\2004\2004.039\2004.039civil.pro

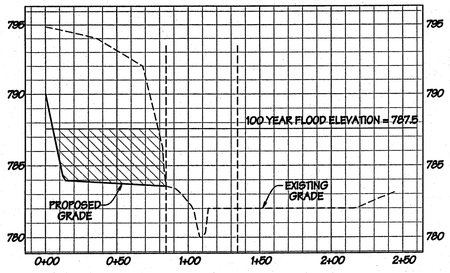
FLOOD PLAIN

PORTIONS OF THIS SITE ARE LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 13010B 0001 A DATED JUNE, 15 1983

SEE GRADING AND DRAINAGE SHEET FOR CROSS SECTION LOCATIONS. (SHEET 5)

FLOOD PLAIN FILL = 2,739 CY

FLOOD PLAIN CUT = 2,788 CY



Cross Section A

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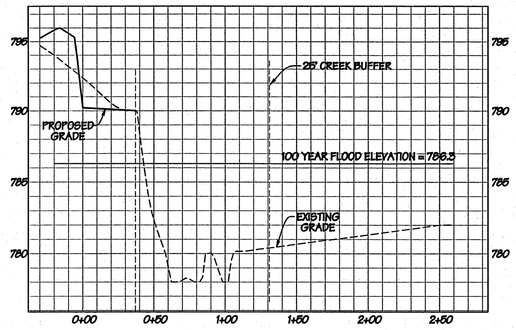
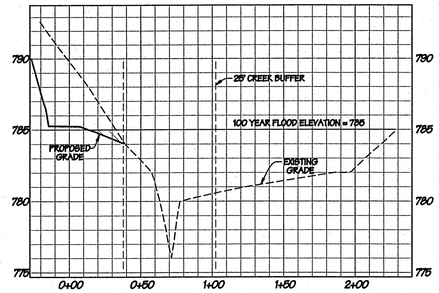


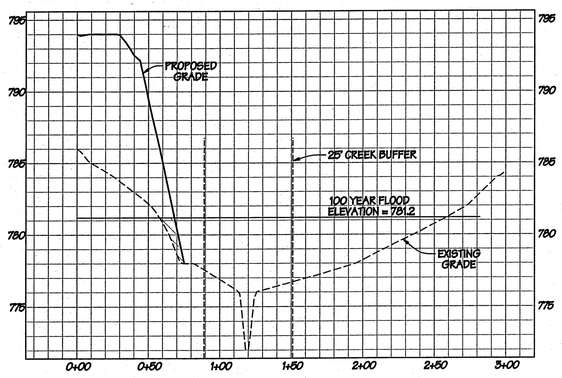
Cross Section B

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Cross Section C

Scale: Hor - 1" = 50'; Ver - 1" = 5'



Cross Section D

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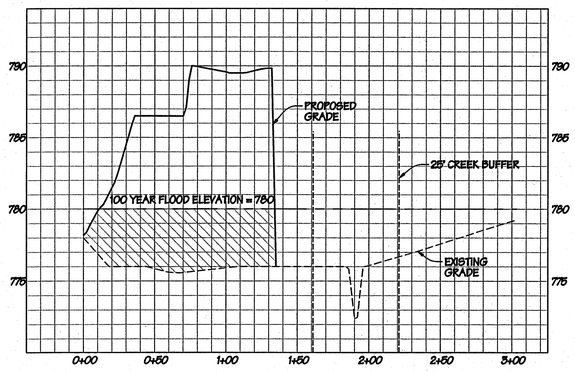

Cross Section E

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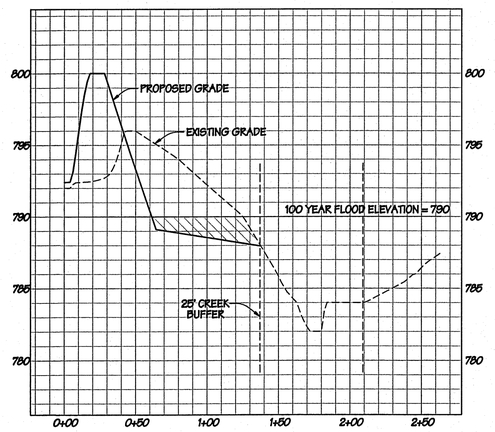

Cross Section F

Scale: Hor - 1" = 50'; Ver - 1" = 5'

24-HR Contact:
Brian Cagle
770-210-4663

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GEORGIA
REGISTERED
No. 24681
PROFESSIONAL
07-17-06
ENGINEER
BRENT H. MOTE

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
P 678.432.5720
F 678.432.5463

Flood Plain Cross Section
Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Loveiock, Georgia 30250
P 770.897.0971

DATE:	REVISION DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
02-03-06	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

16

16 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 8:58AM Project: F:\Projects\2004\2004.039\2004.039civil.pro

DRAINAGE NOTES

1. TOTAL AREA TO POND IS 45.39 AC.
2. TOTAL BYPASS AREA IS 10.71 AC.
3. TOTAL AREA TO PoA IS 56.1 AC.
4. SEE STORMWATER MANAGEMENT PLAN FOR HYDROLOGY INFORMATION.

N/F WESTCHESTER, INC. ZONED RMH

N/F BETTY HSU ZONED RMH 191 Shields Rd.

N/F STOCKBRIDGE MINI WAREHOUSES ZONED C-2 5334 North Henry Blvd.

N/F KILGORE ZONED C-2 S07-01006004

N/F QUIKTRIP ZONED C-2 5260 North Henry Blvd.

N/F ANDREW CAREY-BUNN ZONED C-2

N/F STOCKBRIDGE STATION, L.L.C. ZONED C-2 5244 North Henry Blvd.

N/F COBBLESTONE VILLAGE APTS. ZONED RMH

N/F JOHN D. JARRETT ZONED RMH 141 Shields Rd.

NORTH HENRY BLVD. STATE HWY. 42/138 R/W VARIES

SHEPPARD DRIVE

SHIELDS ROAD 60' R/W

DI 6
Q(25) = 0.33 cfs
A = 0.05 ac
I = 9.06
C = 0.74

DWCB 13
Q(25) = 2.00 cfs
A = 0.31 ac
I = 9.06
C = 0.71

DWCB 18
Q(25) = 2.62 cfs
A = 0.30 ac
I = 9.06
C = 0.95

SWCB 9
Q(25) = 0.99 cfs
A = 0.11 ac
I = 9.06
C = 0.95

SWCB 10
Q(25) = 1.18 cfs
A = 0.14 ac
I = 9.06
C = 0.95

DWCB 14
Q(25) = 4.81 cfs
A = 0.84 ac
I = 9.06
C = 0.63

HW 12
Q(25) = 37.5 cfs
A = 7.14 ac
I = 9.06
C = 0.58

AREA: 676,792 S.F. (15.537 ACRES)

TRACT 2 DEDICATION AREA 15,748 S.F. OR 0.3615 ACRES

TIME OF CONCENTRATION BYPASS

TIME OF CONCENTRATION TO THE POND

BYPASS

TO THE POND

APPROXIMATE LOCATION OF LAND LOT LINE

L.L. 70

L.L. 59

100 YR. POND ELEVATION = 799.28

100 YR FLOODLINE

30' Planted Buffer

25' Stream Buffer

20' Building Setback

20' BUFFER

20' SEWER EASEMENT

EX. FENCE

BOUNDARY LINE RUNS ALONG LL PER DEED BOOK 5641 PG 347 AND DEED BOOK 2111 PG 134

Bypass Pipe

INV. 48" CMP 795.7

WEIR INV.=797.70

TOP O.S.: 796.8 INV. IN: 791.5 INV. OUT: 789.7

TOP=791.4 INV.IN = 785.40 INV. OUT = 776.09

TOP=817.5 INV. OUT = 805.54

TOP=821.6

TOP=819.4

TOP=827.3

TOP=828.7

TOP=833.2

TOP=830.2

TOP=790.6

TOP=787.3

TOP=791.9

TOP=787.4

TOP=791.0

TOP=783.6

TOP=777.9

TOP=773.5

JB TOP=828.98 INV.(24")=821.23 INV.(48")=816.68 OUT=816.53

INV.=766.33 INV.=766.58

S89°57'11.W 280.93ft

N00°15'46"E 45.02ft

N89°52'14"W 186.98ft

S89°48'17"W 499.13ft

N23°37'51"W 118.43ft

N13°10'20"W 82.49ft

N33°14'17"W 306.52ft

N35°35'16"W 131.63ft

S44°09'00"W 267.47ft

S03°52'08"E 113.61ft

S51°33'26"E 323.30ft

N89°24'08"W 66.90ft

S89°28'51"E 1031.72ft

S38°33'29"W 360.03ft

S46°27'25"W 186.58ft

S51°16'11"E 360.00ft

N51°16'54"W 468.31ft

N39°31'01"W 148.22ft

S38°42'35"W 183.44ft

R=105.00ft A=16.90ft Chd=S42°35'01"W Lc=16.89ft

N00°01'02"E 388.95ft

S50°31'01"E 321.31ft

N38°58'25"E 137.52ft

N44°17'26"E 29.28ft

N51°13'10"W 25.00ft

N38°47'09"E 206.38ft

N38°46'45"E 226.38ft

N51°13'52"W 25.00ft

N38°29'05"E 29.16ft

7 CMF

PK NAIL

NAIL FOUND

4.5' APPARENT ENCROACHMENT

20.9' APPARENT ENCROACHMENT

30' ACCESS EASEMENT

UTILITY EASEMENT

67"PC WATER LINE

R/W

24" CMP 811.4

24" CMP 811.9

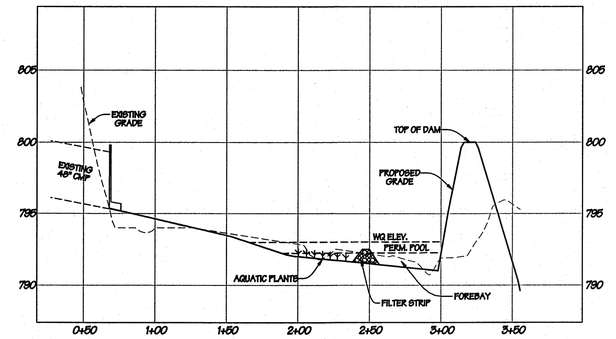
48" CMP

Ex. Detected Access

Grid North

Pond Cross Section F-F

Scale: Hor - 1" = 50'; Ver - 1" = 5'



POND PLANT SCHEDULE

SCIENTIFIC NAME	COMMON NAME	ZONE
SAGITTARIA LATIFOLIA	DUCK POTATO	2
TYPHA SPP.	CAT-TAIL	2

TABLE F-2 WETLAND PLANTS (HERBACEOUS SPECIES) FOR STORMWATER FACILITIES FROM GEORGIA STORM WATER MANUAL

Developed Drainage Area Plan

60 30 0 60 120 180

GRAPHIC SCALE IN FEET
Scale: 1"= 60'

GEORGIA — No. 25007 — 12.17.05 — BRENT H. MOYE

LEAD land engineering and development
292 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Developed Drainage Area Plan Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
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24-HR Contact:
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770-210-4663

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LEGEND

POB	POINT OF BEGINNING
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
DI	DROP INLET
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GUY	GUY WIRE ANCHOR
TR	TRANSFORMER
JB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE

DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
02-03-06	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

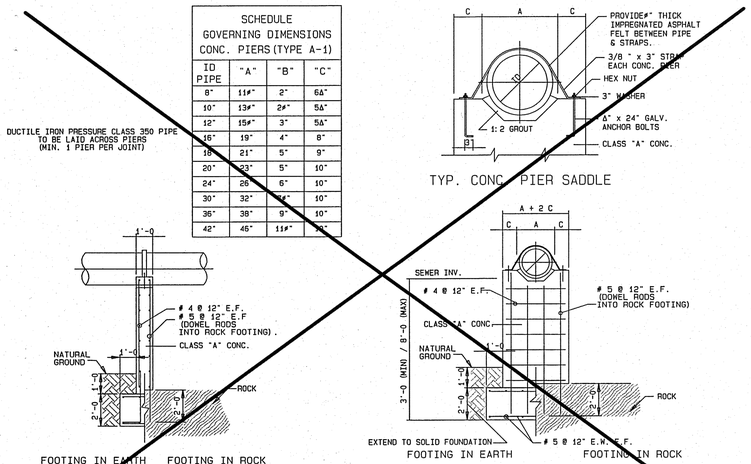
17

17 OF 26 SHEETS

FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 10:11AM Project: F:\Projects\2004\2004.039\2004.039.civil.pro

SCHEDULE GOVERNING DIMENSIONS CONC. PIERS (TYPE A-1)			
ID PIPE	"A"	"B"	"C"
8"	11#"	2"	6Δ"
10"	13#"	2#"	5Δ"
12"	15#"	3"	5Δ"
16"	19"	4"	8"
18"	21"	5"	9"
20"	23"	5"	10"
24"	26"	6"	10"
30"	32"	7#"	10"
36"	38"	9"	10"
42"	46"	11#"	12"

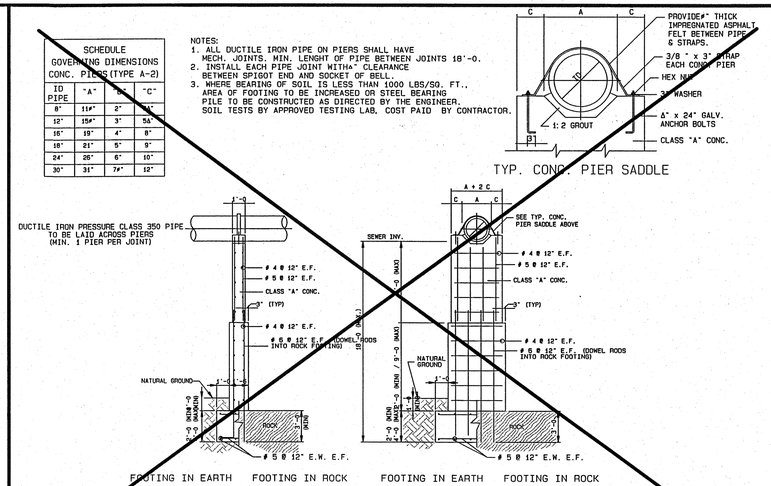


HENRY COUNTY WATER & SEWERAGE AUTHORITY

TYPE "A-1" PIER DETAIL
(FOR PIPE SIZES 8" TO 42" DIA., MAX. HEIGHT 8'-0)
N.T.S. 7/02

SCHEDULE GOVERNING DIMENSIONS CONC. PIERS (TYPE A-2)			
ID PIPE	"A"	"B"	"C"
8"	11#"	2"	6Δ"
12"	15#"	3"	5Δ"
16"	19"	4"	8"
18"	21"	5"	9"
24"	26"	6"	10"
30"	31"	7#"	12"

NOTES:
1. ALL DUCTILE IRON PIPE ON PIERS SHALL HAVE MECH. JOINTS. MIN. LENGHT OF PIPE BETWEEN JOINTS 18'-0.
2. INSTALL EACH PIPE JOINT WITH+" CLEARANCE BETWEEN SPIGOT END AND SOCKET OF BELL.
3. WHERE BEARING OF SOIL IS LESS THAN 1000 LBS/SQ. FT., AREA OF FOOTING TO BE INCREASED OR STEEL BEARING PILE TO BE CONSTRUCTED AS DIRECTED BY THE ENGINEER. SOIL TESTS BY APPROVED TESTING LAB. COST PAID BY CONTRACTOR.

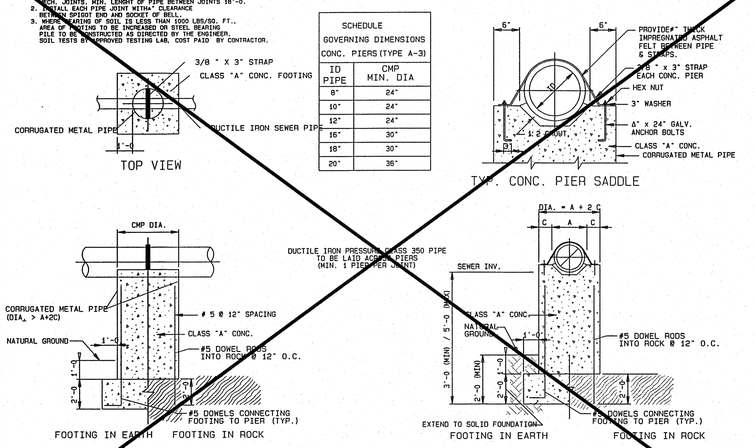


HENRY COUNTY WATER & SEWERAGE AUTHORITY

TYPE "A-2" PIER DETAIL
(FOR PIPE SIZES 8" TO 30" DIA., MAX. HEIGHT 18'-0)
N.T.S. 7/02

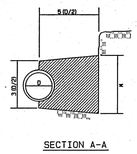
NOTES:
1. ALL DUCTILE IRON PIPE ON PIERS SHALL HAVE MECH. JOINTS. MIN. LENGHT OF PIPE BETWEEN JOINTS 18'-0.
2. INSTALL EACH PIPE JOINT WITH+" CLEARANCE BETWEEN SPIGOT END AND SOCKET OF BELL.
3. WHERE BEARING OF SOIL IS LESS THAN 1000 LBS/SQ. FT., AREA OF FOOTING TO BE INCREASED OR STEEL BEARING PILE TO BE CONSTRUCTED AS DIRECTED BY THE ENGINEER. SOIL TESTS BY APPROVED TESTING LAB. COST PAID BY CONTRACTOR.

SCHEDULE GOVERNING DIMENSIONS CONC. PIERS (TYPE A-3)	
ID PIPE	CMP MIN. DIA
8"	24"
10"	24"
12"	24"
15"	30"
18"	30"
20"	36"



HENRY COUNTY WATER & SEWERAGE AUTHORITY

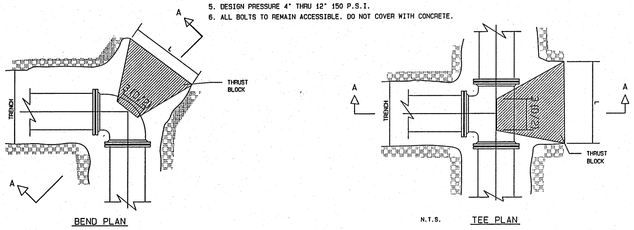
TYPE "A-3" PIER DETAIL
(FOR PIPE SIZES 8" TO 20" DIA., MAX. HEIGHT 5'-0)
N.T.S.7/02



SECTION A-A

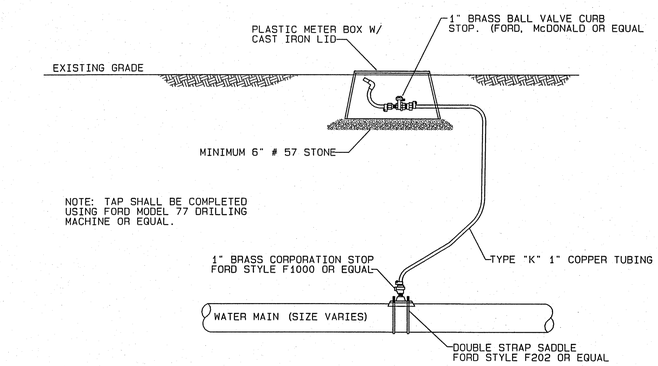
CONCRETE BLOCK DIMENSIONS								
PIPE SIZE	TEES & PLUGS		BENDS					
			0=22-1/2°		0=45°		0=90°	
	W	L	W	L	W	L	W	L
4"	1'-0"	1'-3"	8"	9"	10"	1'-2"	1'-2"	1'-7"
6"	1'-6"	1'-11"	1'-0"	1'-2"	1'-2"	1'-11"	1'-8"	2'-5"
8"	2'-0"	2'-7"	1'-2"	1'-9"	1'-6"	2'-7"	2'-2"	3'-4"
10"	2'-6"	3'-2"	1'-4"	2'-4"	1'-10"	3'-4"	2'-8"	4'-2"
12"	3'-0"	3'-10"	1'-8"	2'-8"	2'-2"	4'-0"	3'-2"	5'-1"

NOTES:
1. THRUST BLOCKING TO BE CLASS "B" CONCRETE.
2. THESE DIMENSIONS WERE CALCULATED USING A SOIL BEARING CAPACITY OF 1500 PSF IF CAPACITY IS FOUND TO BE LESS THAN 1500 PSF THE DIMENSIONS SHALL BE REVISED ACCORDING TO THE ENGINEER.
3. DIMENSIONS TO BE STRICTLY ADHERED TO.
4. BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL.
5. DESIGN PRESSURE 4" THRU 12" 150 P.S.I.
6. ALL BOLTS TO REMAIN ACCESSIBLE. DO NOT COVER WITH CONCRETE.



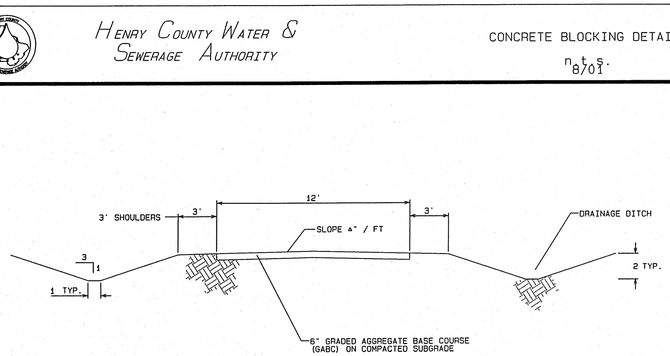
HENRY COUNTY WATER & SEWERAGE AUTHORITY

CONCRETE BLOCKING DETAILS
n.t.s.
8/01



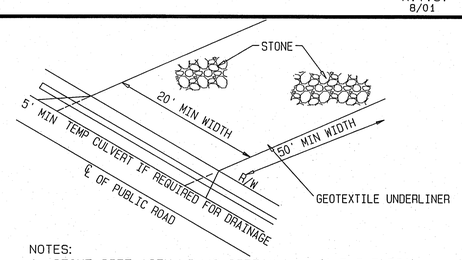
HENRY COUNTY WATER & SEWERAGE AUTHORITY

TYPICAL DETAIL FOR 1" BLOW-OFF
N.T.S.
8/01



HENRY COUNTY WATER & SEWERAGE AUTHORITY

ALL WEATHER ACCESS ROAD SECTION
N.T.S.8/01



NOTES:
1. STONE SIZE ASTM .D448 SIZE No 1, (1.5-3.5 DIA)
2. PAD THICKNESS 6" MINIMUM.
3. MINIMUM SIZE = 20'x50'
4. IF NECESSARY, INCLUDE WASHING.
5. MAY REQUIRE PERIODIC TOP DRESSING WITH 2" STONE.
6. MAINTAIN IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC ROADS.

CONSTRUCTION EXIT (Co)
N.T.S.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

CONSTRUCTION EXIT
N.T.S. 8/01

GEORGIA REGISTERED PROFESSIONAL ENGINEER 23776 BRENT H. MOYE

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5483

Construction Details Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
p 770.897.0971
f 770.897.0977

DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

18

18 OF 26 SHEETS
FILE NUMBER: 04-D-039

24-HR Contact:
Brian Cagle
770-210-4663

IF YOU DIG GEORGIA...
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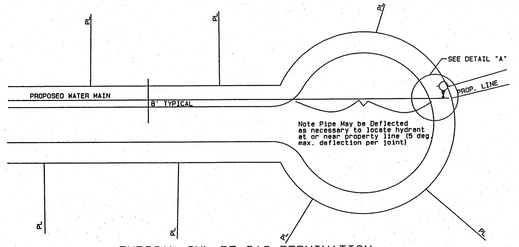
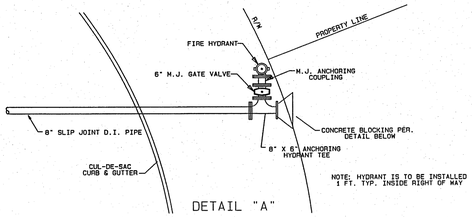
1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

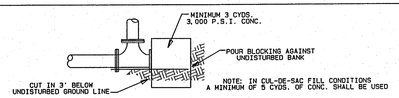
Plotted: 17 Mar 2006 at 10:17AM Project: F:\Projects\2004\2004.039\2004.039civil.pro



TYPICAL CUL-DE-SAC TERMINATION



DETAIL "A"



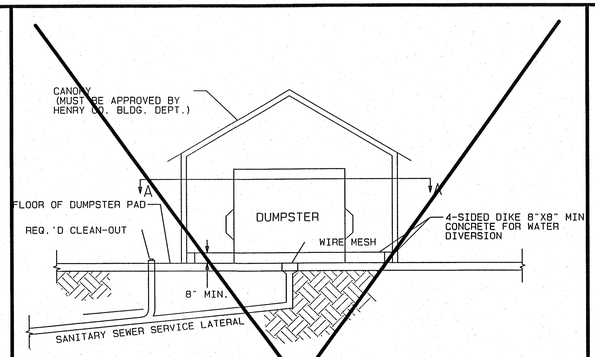
BLOCKING DETAIL

HENRY COUNTY WATER & SEWERAGE AUTHORITY

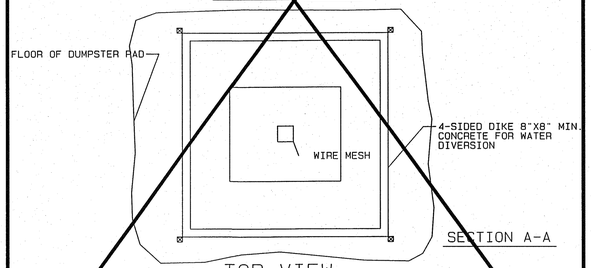
CUL-DE-SAC WATER LINE TERMINATION DETAIL

N.T.S.

8/01



FRONT VIEW



SECTION A-A

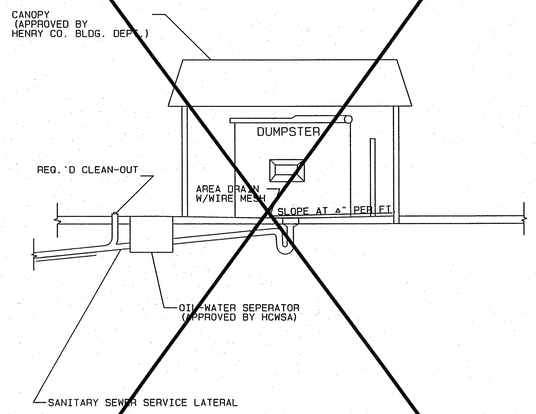
TOP VIEW

NOTE: SEWER SERVICE CONNECTION MUST BE INSPECTED AND APPROVED BY HCWSA.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

DUMPSTER PAD SEWER CONNECTION DETAIL

DATE: 8/01

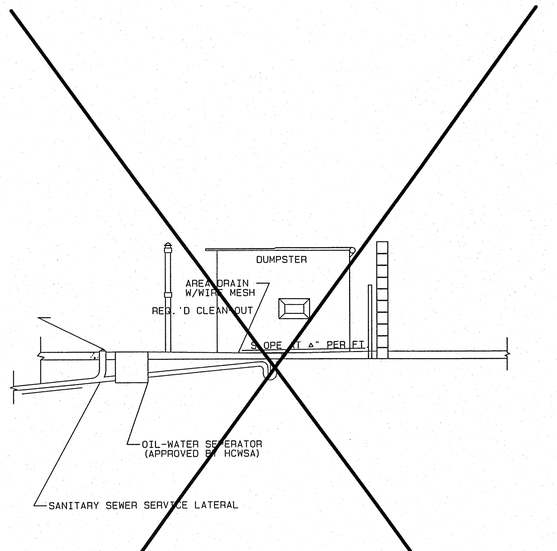


HENRY COUNTY WATER & SEWERAGE AUTHORITY

DUMPSTER PAD SEWER CONNECTION DETAIL WITH CANOPY

1" = 5'

DATE: 6/21/02

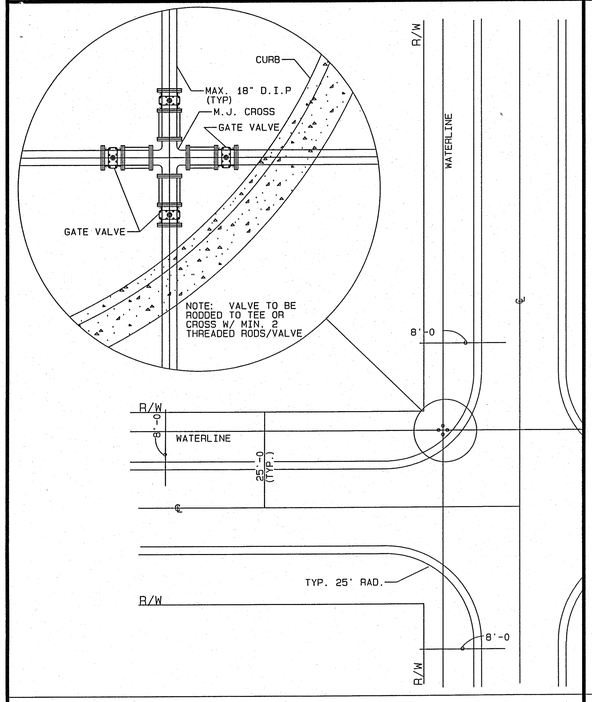


HENRY COUNTY WATER & SEWERAGE AUTHORITY

DUMPSTER PAD SEWER CONNECTION DETAIL

1" = 5'

DATE: 6/21/02



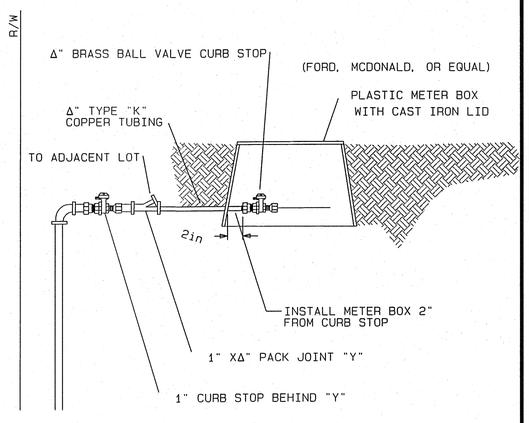
HENRY COUNTY WATER & SEWERAGE AUTHORITY

WATERLINE INTERSECTION DETAIL

1" = 20'

8/01

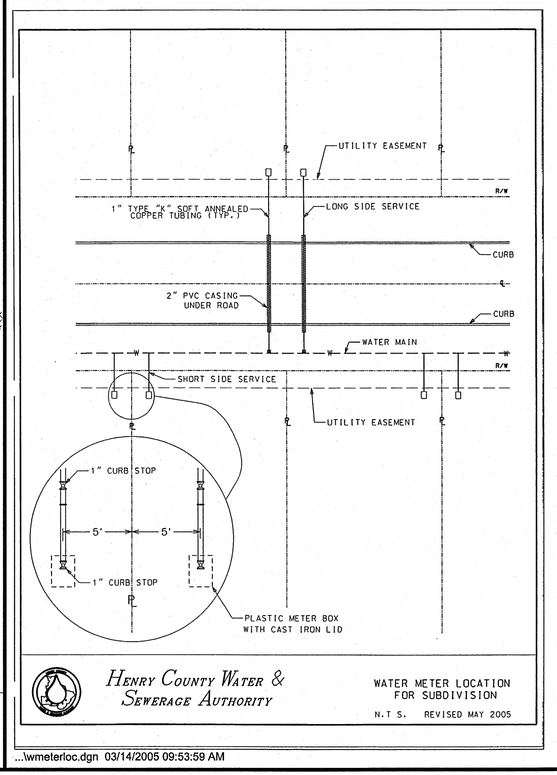
NOTE: METER BOX SHALL BE 12"D X 19Δ"L X 140"W. MODEL 1015 AS MFTR. BY POLY-PLASTIC OR MODEL 1419-12 AS MFTR. BY BROOKS. LID SHALL HAVE 1 " CUT IN TOP FOR TOUCH-PAD INSTALLATION AND SHALL BE AS MFTR. BY VESTAL, BROOKS OR EQUAL (DOMESTIC).



HENRY COUNTY WATER & SEWERAGE AUTHORITY

METER BOX DETAIL

8/01



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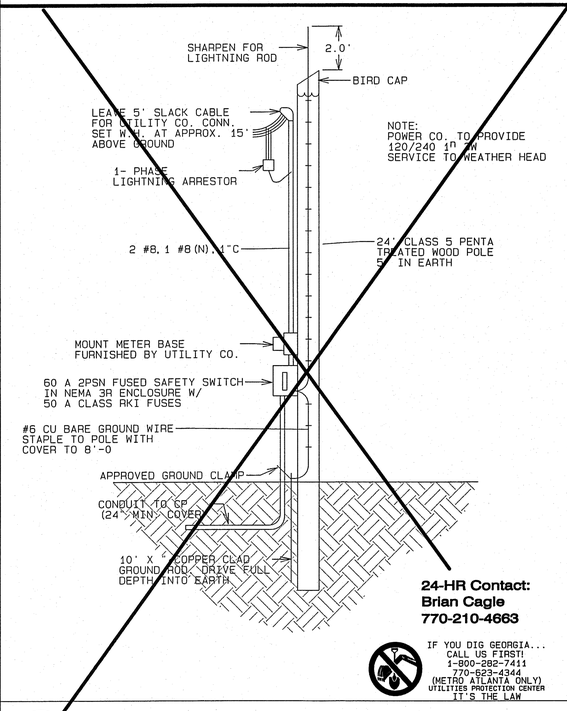
HENRY COUNTY WATER & SEWERAGE AUTHORITY

WATER METER LOCATION FOR SUBDIVISION

N.T.S. REVISED MAY 2005



24-HR Contact:
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770-210-4663

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UTILITIES PROTECTION CENTER
IT'S THE LAW

HENRY COUNTY WATER & SEWERAGE AUTHORITY 8/01

PUMP STATION "A" ELECTRICAL SERVICE POLE DETAIL

N.T.S.

GEORGIA REGISTERED PROFESSIONAL ENGINEER BRENT H. MOTE 03.17.06

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
P 678.432.5720
F 678.432.5463

Construction Details Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
P 770.897.0971

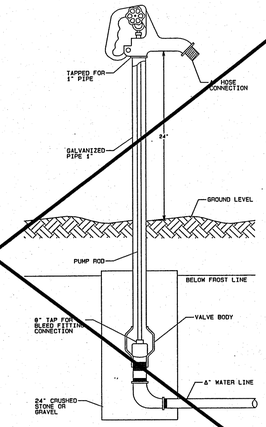
DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

19

19 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 10:18AM Project: P:\Projects\2004\2004.039\2004.039civlpro



FROST-PROOF - SHUT OFF VALVE OPERATES BELOW THE FROST LINE

PISTOL TYPE HANDLE ELIMINATES PINCHING

CAN BE PADLOCKED

WHEEL CONTROLS WATER FLOW AT RATE DESIRED

SOLID BRASS ROD WILL NOT RUST OR CUT IN PACKAGING

WATER IN STANDPIPE DRAINS OUT WHEN HYDRANT IS OFF

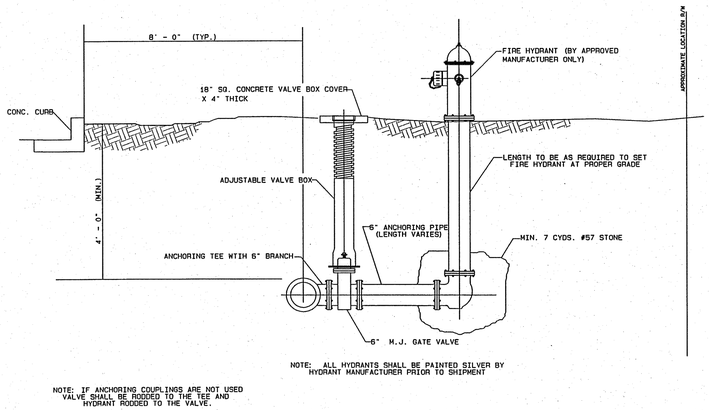
BRASS NOZZLES THREADED FOR STANDARD 4" HOUSE COUPLING

INNER PORTS REMOVABLE WITHOUT DIGGING

HENRY COUNTY WATER & SEWERAGE AUTHORITY

FROST PROOF HYDRANTS

8/01



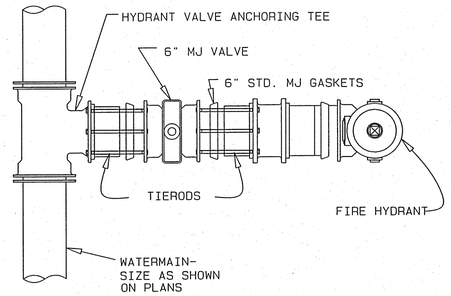
NOTE: ALL HYDRANTS SHALL BE PAINTED SILVER BY HYDRANT MANUFACTURER PRIOR TO SHIPMENT

NOTE: IF ANCHORING COUPLINGS ARE NOT USED VALVE SHALL BE RODDED TO THE TEE AND HYDRANT RODDED TO THE VALVE.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

FIRE HYDRANT DETAIL FOR INSTALLATIONS WITH CURB

8/01



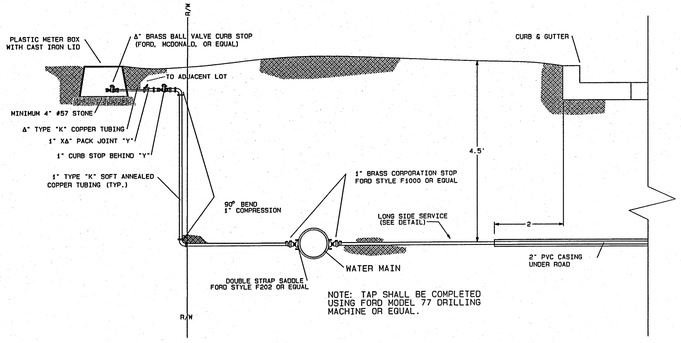
HENRY COUNTY WATER & SEWERAGE AUTHORITY

TYPICAL FIRE HYDRANT ASSEMBLY

N.T.S.
8/01

NOTE: METER BOX SHALL BE 12"D X 19"L X 14"W. MODEL 1015 AS MFTR. BY POLY-PLASTIC OR MODEL 1419-12 AS MFTR. BY BROOKS. LID SHALL HAVE 1" CUT IN TOP FOR TOUCH-PAD INSTALLATION AND SHALL BE AS MFTR. BY VESTAL, BROOKS OR EQUAL (DOMESTIC) WITH "HENRY COUNTY WATER" STAMPED IN LID.

NOTE: INSERT A 4' SECTION OF 1" PVC PIPE THROUGH THE HOLE IN THE METER LID TO MARK ITS LOCATION. (PIPE SHOULD BE PAINTED BLUE)



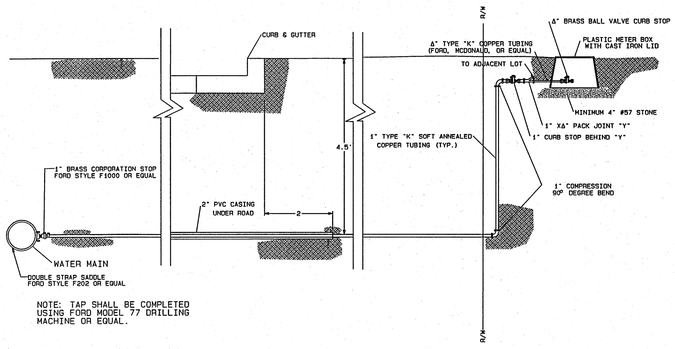
NOTE: TAP SHALL BE COMPLETED USING FORD MODEL 77 DRILLING MACHINE OR EQUAL.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

SERVICE LINE CONNECTION DETAIL (SHORT SIDE)

SCALE: 1"= 2' DATE: 8/01

NOTE: METER BOX SHALL BE 12"D X 19"L X 14"W. MODEL 1015 AS MFTR. BY POLY-PLASTIC OR MODEL 1419-12 AS MFTR. BY BROOKS. LID SHALL HAVE 1" CUT IN TOP FOR TOUCH-PAD INSTALLATION AND SHALL BE AS MFTR. BY VESTAL, BROOKS OR EQUAL (DOMESTIC) WITH "HENRY COUNTY WATER" STAMPED IN LID.

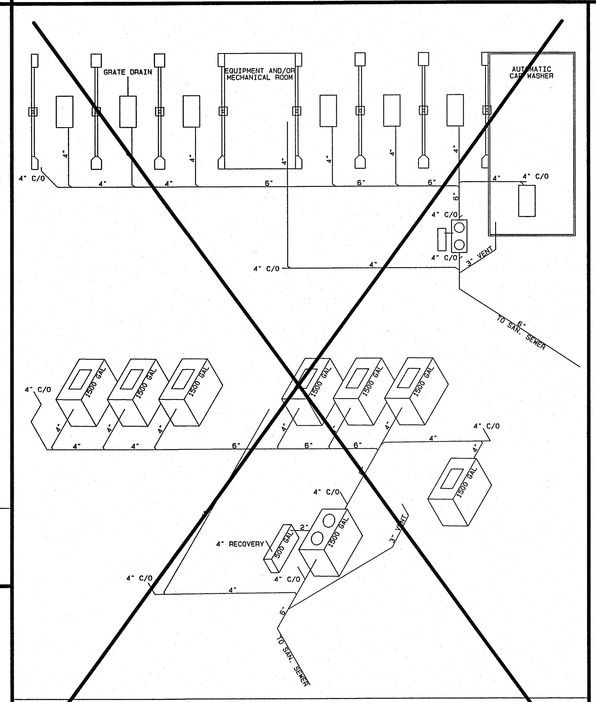


NOTE: TAP SHALL BE COMPLETED USING FORD MODEL 77 DRILLING MACHINE OR EQUAL.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

SERVICE LINE CONNECTION DETAIL (LONG SIDE)

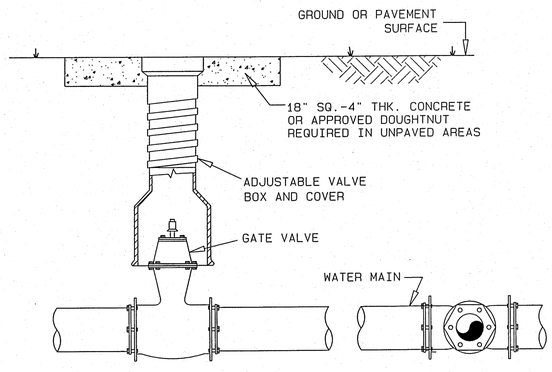
SCALE: 1"= 2' DATE: 8/01



HENRY COUNTY WATER & SEWERAGE AUTHORITY

CAR WASH SAND TRAP & OIL WATER SEPARATOR (TYPICAL)

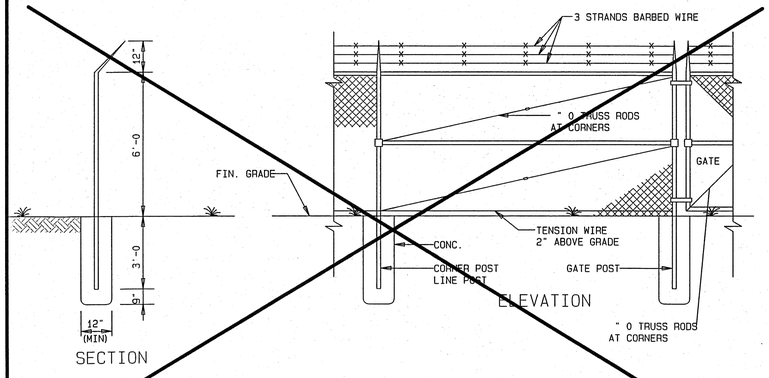
8/01



HENRY COUNTY WATER & SEWERAGE AUTHORITY

VALVE INSTALLATION

N.T.S. 8/01



HENRY COUNTY WATER & SEWERAGE AUTHORITY

SECURITY FENCE DETAIL

N.T.S.
8/01

GEORGIA REGISTERED PROFESSIONAL ENGINEER 21766 03.17.06 BRENT H. MOYE

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Construction Details Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC

P.O. Box 335
Locust Grove, Georgia 30250
p 770.914.4613
f 770.897.0971

DATE:	RELEASE DESCRIPTION
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DATE: 25 Jan, 2005

LAND LOT: 59 & 70

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SECTION: N/A

CITY: Stockbridge

COUNTY: Henry

STATE: Georgia

JOB NUMBER: 2004.039

20

20 OF 26 SHEETS

FILE NUMBER: 04-D-039

24-HR Contact:
Brian Cagle
770-210-4663

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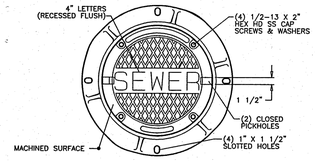
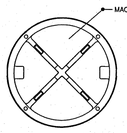
Plotted: 17 Mar 2006 at 10:17AM Project: F:\Projects\2004\2004.039\2004.039civil.pro



PLAN VIEW



BOTTOM VIEW

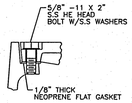
EST. WT.
COVER: 130 LBS
FRAME: 187 LBS
UNIT: 318 LBS

MAT'L SPEC.
COVER - GRAY IRON ASTM A48 CL35
FRAME - GRAY IRON ASTM A48 CL35

LOAD RATING
HEAVY DUTY

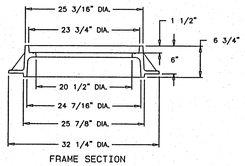
DOMESTIC MADE ONLY
NO IMPORTS

COVER SECTION



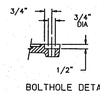
WT DETAIL

U.S. FOUNDRY MODEL # 362-2KBNT
VULCAN FOUNDRY MODEL # V-24BO-1
OR EQUAL



FRAME SECTION

PICKHOLE DETAIL



BOLTHOLE DETAIL

HENRY COUNTY WATER & SEWERAGE AUTHORITY

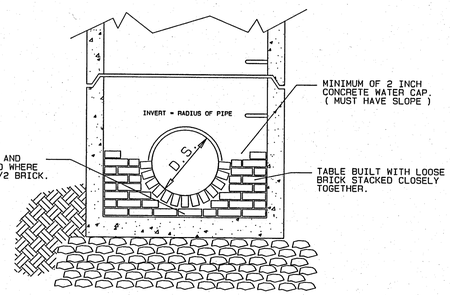
BOLT DOWN MANHOLE FRAME AND COVER

N.T.S. 3/02

NOTES:

CONCRETE USED FOR INVERTS MUST NOT EXCEED 3 PARTS SAND TO 1 PART PORTLAND CEMENT.
(MORTAR IS NOT ALLOWED)

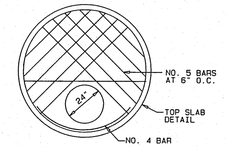
USE SMOOTH RED COMMON BRICK ONLY.
SMOOTHEST SIDE OUT.

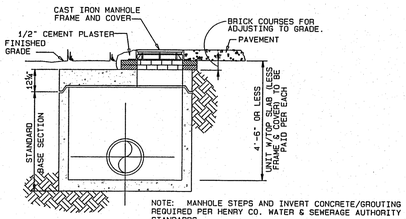


HENRY COUNTY WATER & SEWERAGE AUTHORITY

BRICK ROLL-LOCK INVERT

N.T.S. 08/02





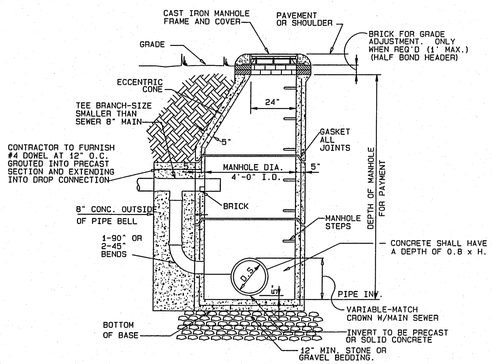
NOTE: MANHOLE STEPS AND INVERT CONCRETE/GROUTING REQUIRED PER HENRY CO. WATER & SEWERAGE AUTHORITY STANDARDS.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

SHALLOW MANHOLE DETAIL

N.T.S. 8/01

※ NOTE: ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT TO HAVE BOLT-DOWN CAST-IN FRAME AND COVER

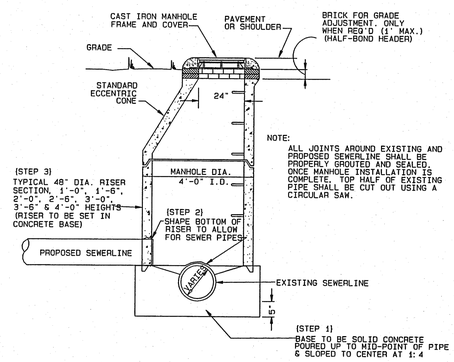


HENRY COUNTY WATER & SEWERAGE AUTHORITY

DROP MANHOLE CONNECTION DETAIL

N.T.S.8/02

※ NOTE: ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT TO HAVE BOLT-DOWN CAST-IN FRAME AND COVER



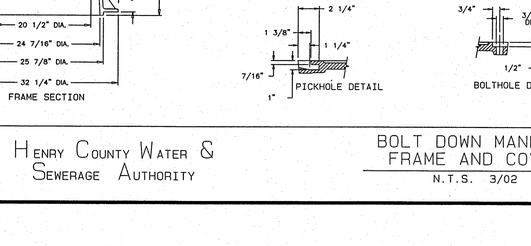
NOTE:
ALL JOINTS AROUND EXISTING AND PROPOSED SEWERLINE SHALL BE PROPERLY GROUTED AND SEALED. ONCE MANHOLE INSTALLATION IS COMPLETE, TOP HALF OF EXISTING PIPE SHALL BE CUT OUT USING A CIRCULAR SAW.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

"DOGHOUSE" MANHOLE DETAIL

N. T. S.

(REVISED: 8/02)

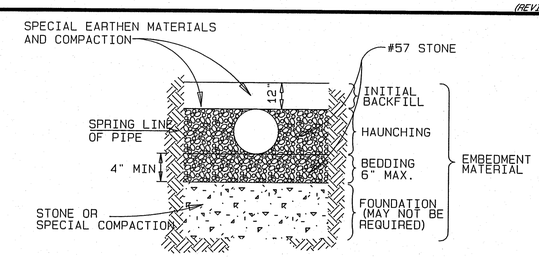


NOTE: 1. SEE SPECIFICATIONS FOR PIPE INSTALLATION REQUIREMENTS
2. CLASS "B" BEDDING OR BETTER REQUIRED FOR ALL SEWERS

HENRY COUNTY WATER & SEWERAGE AUTHORITY

DUCTILE IRON PIPE BEDDING DETAIL

N.T.S.8/02

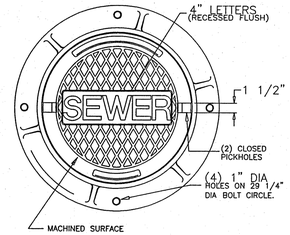


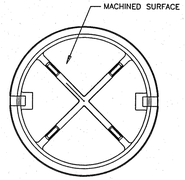
NOTE: 1. SEE SPECIFICATIONS FOR PIPE INSTALLATION REQUIREMENTS
2. CLASS "A" BEDDING REQUIRED FOR SDR-35 PVC PIPE

HENRY COUNTY WATER & SEWERAGE AUTHORITY

SDR-35 PVC BEDDING DETAIL

N.T.S.8/02

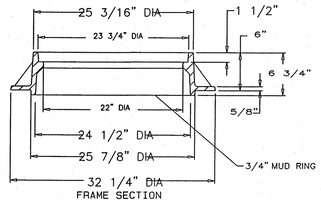




BOTTOM VIEW OF COVER

PICKHOLE DETAIL

EST. WT.
COVER: 130 LBS
FRAME: 190 LBS
UNIT: 320 LBS



MAT'L SPEC.
COVER - GRAY IRON ASTM A48 CL35
FRAME - GRAY IRON ASTM A48 CL35

LOAD RATING
HEAVY DUTY

DOMESTIC MADE ONLY
NO IMPORTS

U.S. FOUNDRY MODEL # 362-CK
VULCAN FOUNDRY MODEL # V-1480-1
OR EQUAL

HENRY COUNTY WATER & SEWERAGE AUTHORITY

STANDARD MANHOLE FRAME AND COVER

N.T.S. 3/02

24-HR Contact:
Brian Cagle
770-210-4663

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LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5468

Construction Details Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Stockbridge, Georgia 30250
p 770.210.4683
f 770.897.0971

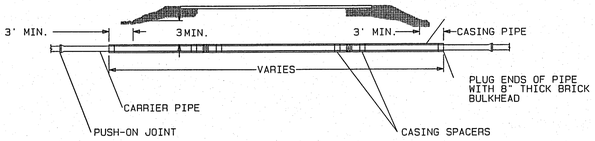
DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

21

21 OF 26 SHEETS
FILE NUMBER: 04-D-039

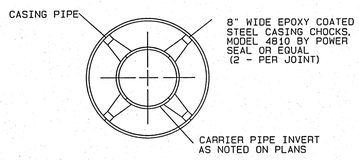
Plotted: 17 Mar 2006 at 10:18AM Project: P:\Projects\2004\2004.039\2004.039.dwl.pro



TYPICAL HIGHWAY CROSSING

NOTE:
CASING PIPE SHALL HAVE A PROTECTIVE COATING, CONSISTING OF A COAL-TAR PRIMER COAT AND AN APPLICATION OF HOT COAL - TAR ENAMEL ~ (±1/32") THICK.

CARRIER PIPE	CASING PIPE FOR HIGHWAY CROSSINGS	
INSIDE DIA IN INCHES	NOMINAL DIA. IN INCHES	THICKNESS IN INCHES
8	16	0.250
10	18	0.250
12	20	0.313
14	24	0.344
16	26	0.375
20	30	0.438
24	36	0.500
30	42	0.500
36	48	0.500



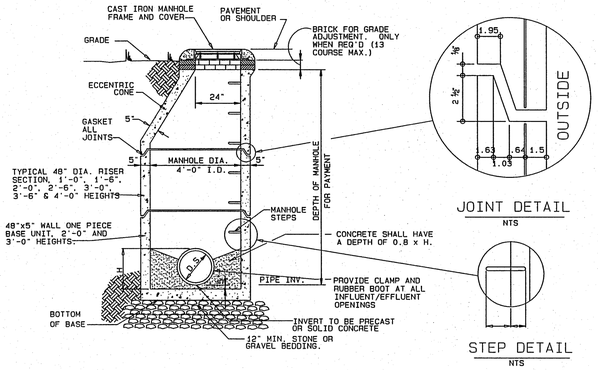
TYPICAL ENCASEMENT SECTION FOR JACK & BORE INSTALLATION

NOTE:
CASING TO BE SEALED AROUND THE CARRIER PIPE WITH 8" BRICK. BULKHEAD AT EACH END SHALL BE CONSTRUCTED USING CEMENT MORTAR.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

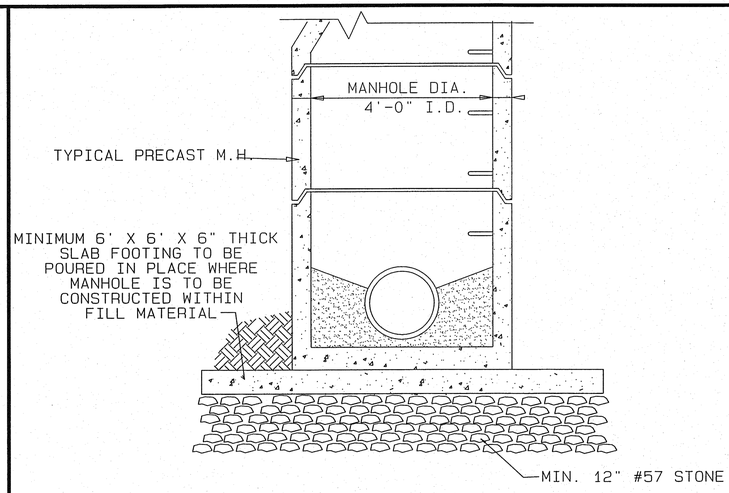
TYPICAL JACK & BORE INSTALLATION
N.T.S. 8/01

NOTE: ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT TO HAVE CAST-IN FRAME AND COVER



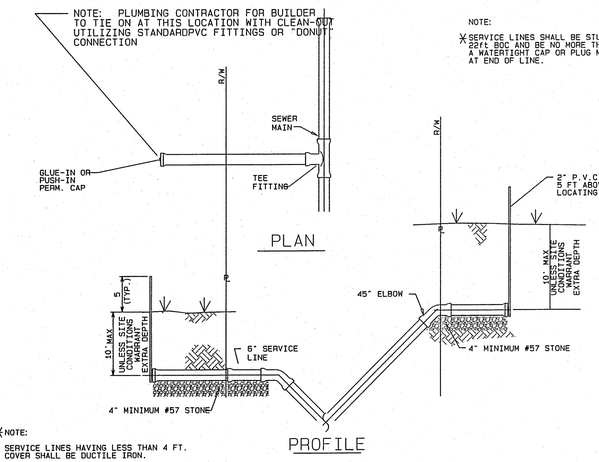
HENRY COUNTY WATER & SEWERAGE AUTHORITY

STANDARD MANHOLE DETAIL
N.T.S. 8/01



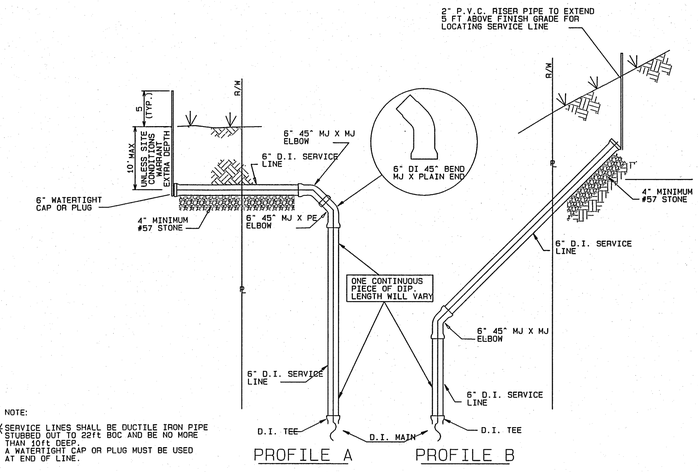
HENRY COUNTY WATER & SEWERAGE AUTHORITY

STANDARD MANHOLE IN FILL
N.T.S. 8/01



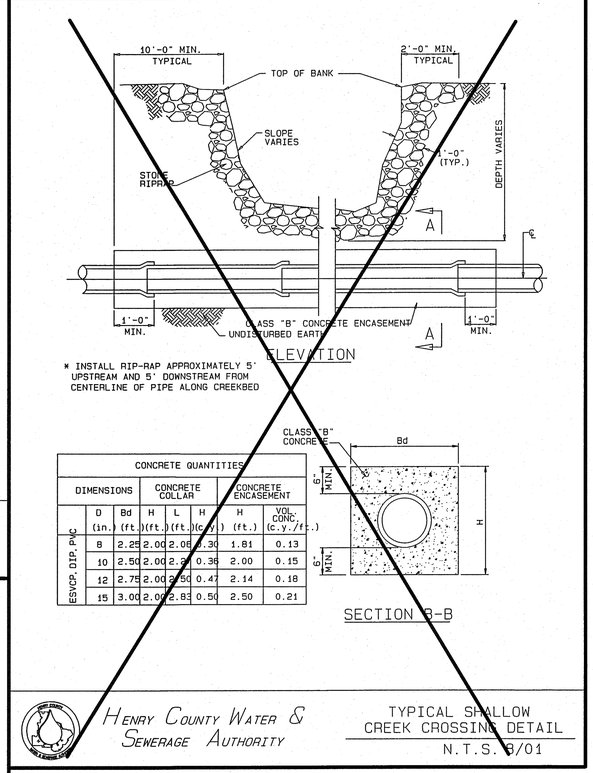
HENRY COUNTY WATER & SEWERAGE AUTHORITY

SEWER SERVICE LATERAL
N.T.S.
(REVISED 8/02)



HENRY COUNTY WATER & SEWERAGE AUTHORITY

18' AND DEEPER SEWER SERVICE LATERAL DETAIL
N.T.S. 8/02



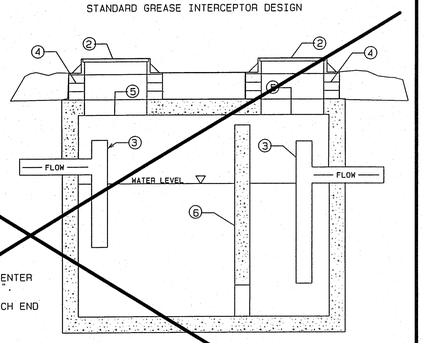
CONCRETE QUANTITIES

	DIMENSIONS			CONCRETE COLLAR		CONCRETE ENCASEMENT	
	D (in.)	Bd (ft.)	H (ft.)	L (ft.)	H (C.Y.)	H (ft.)	VOL. CONC. (c.y./f.)
ESVCP, DIP, PVC	8	2.25	2.00	2.08	0.30	1.81	0.13
	10	2.50	2.00	2.33	0.36	2.00	0.15
	12	2.75	2.00	2.58	0.42	2.14	0.18
	15	3.00	2.00	2.83	0.50	2.50	0.21

HENRY COUNTY WATER & SEWERAGE AUTHORITY

TYPICAL SHALLOW CREEK CROSSING DETAIL
N.T.S. 8/01

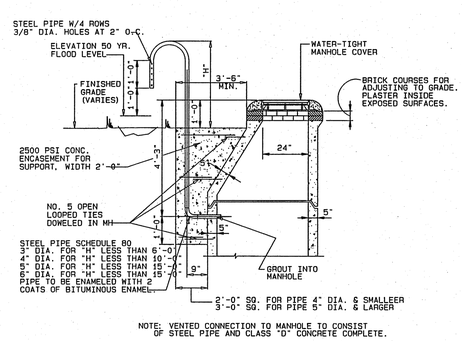
STANDARD GREASE INTERCEPTOR DESIGN



1. PRECAST TANK, 1500 GALLONS.
2. MANHOLE TOP AND RING, ONE OVER EACH SECTION.
3. PIPE AND FITTINGS OF APPROVED MATERIALS.
4. BRICK UP TO GRADE. INSTALL MANHOLE STEPS 2'-0" ON CENTER IF THE HEIGHT OF THE BRICK WORK IS GREATER THAN 4'.0".
5. PROVIDE TOP SECTION WITH 24" DIAMETER OPENING AT EACH END OF TANK.
6. INSTALL CONCRETE BAFFLE IN TANK.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

1500 GALLON STANDARD GREASE INTERCEPTOR DESIGN
3/03



NOTE: VENTED CONNECTION TO MANHOLE TO CONSIST OF STEEL PIPE AND CLASS "D" CONCRETE COMPLETE.

HENRY COUNTY WATER & SEWERAGE AUTHORITY

VENTED MANHOLE DETAIL
N.T.S. 8/01

24-HR Contact:
Brian Cagle
770-210-4663

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GEORGIA REGISTERED No. 22018 PROFESSIONAL ENGINEER BRENT H. MOTE

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
P 678.432.5720
F 678.432.5463

Constfcution Details Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
P 770.897.0971

DATE:	RELEASE DESCRIPTION
07-21-05	revised per city comments
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DATE: 25 Jan, 2005
LAND LOT: 59 & 70
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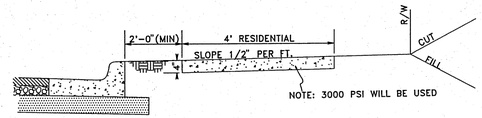
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

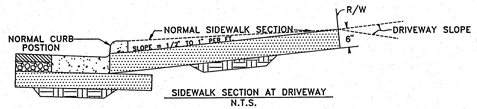
22

22 OF 26 SHEETS
FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 10:17AM Project: P:\Projects\2004\2004.039\2004.039.civ3pro



TYPICAL SECTION OF SIDEWALK
N.T.S.



SIDEWALK SECTION AT DRIVEWAY
N.T.S.

NOTES FOR CONCRETE SIDEWALK

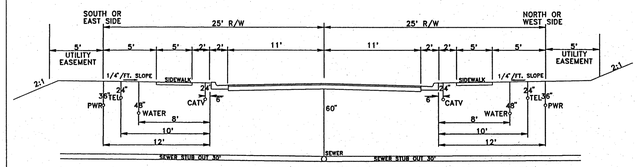
1. CONOCRETE TO BE PLACED 4" THICK AND FINISHED WITH TAMPS. WOOD FLOATS AND STIFF-BRISTLE BROOMS.

2. TRANSVERSE CONTRACTION JOINTS SHALL BE PLACED AT 10 FT. INTERALS. NO CONTRACTION JOINT TO BE PLACED IN SIDEWALKS IN DRIVEWALKS. ALL EDGES TO BE ROUNDED TO 1/4" RADIUS.

3. 1/2" EXPANSION JOINTS SHALL BE PLACED WHERE SIDEWALKS TIE INTO A STRUCTURE OR TERMINATE AT CURB. RAMPS OR DRIVEWAYS ARE A MAXIMUM OF 150' APART.

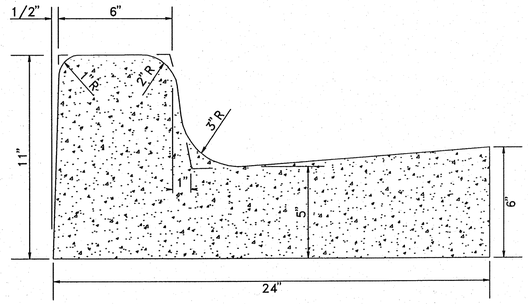
HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	SIDEWALK CONSTRUCTION STANDARD	DATE: 3/88 APPROVED: D.W.S.	STANDARD NO. 4.2.1

UTILITY PLACEMENT STANDARDS FOR
CROSS SECTION – U/G 50' R/W



1) NO TREES OR FENCES ALLOWED WITHIN THE ROAD R/W OR UTILITY EASEMENT EXCEPT WHERE REQUIRED BY CITY, COUNTY, OR OTHER GOVERNMENT ORDINANCE.
2) ALL TREES SHALL BE CLEARED & SHOULDERS GRADED TO WITHIN 6" OF FINAL GRADE (INCLUDING UTILITY EASEMENT) PRIOR TO THE INSTALLATION OF ANY UTILITES.
3) UTILITY PLACEMENT SHALL REMAIN CONSISTENT FROM BACK OF CURB THROUGHOUT THE PROJECT REGARDLESS OF ANY INCONSISTENCIES IN ROAD CONSTRUCTION. EXAMPLES STORM SEWERS, CULVERTS, CULDSACS, ETC. (EXCEPT CATV).
4) AFTER VERIFICATION OF FINAL GRADE, UTILITIES SHOULD BE INSTALLED AS FOLLOWS: WATER, ELECTRIC, GAS, TELEPHONE, & CATV.
5) TOTAL CLEARED AND GRADED WIDTH TO BE 60' MINIMUM.
6) PROPERTY CORNER REFERENCE SHALL BE PLACED ON CURB & GUTTER AND ON 10' OFFSET STAKE.
7) UTILITY EASEMENT SHALL BE SHOWN & RECORDED WITH THE FINAL PLAT.
8) WATER TAPS SHALL BE STUBBED OUT AT 3' BOCK OF R/W. SEWER TAPS SHALL BE STUBBED OUT AT 5' BACK OF R/W.
9) WATER LATERIALS SHALL BE MARKED WITH BLUE "W" ON CURB AS SOON AS POSSIBLE AFTER CURB HAS BEEN INSTALLED. SEWER LATERIALS SHALL BE MARKED WITH GREEN "X" ON CURB.
10) DEPTH REQUIREMENTS INDICATE MINIMUM DEPTH AT TIME OF INSTALLATION.
11) THIS STANDARD MAY BE COMBINED WITH JOINT USE STANDARD.
12) CATV PEDISTALS, TELEPHONE PEDISTALS, TRANSFORMERS AND WATER METERS SHALL BE PLACED IN THE 5' UTILITY EASEMENT.
13) UTILITIES SHALL BE LOCATED WITHIN PLUS OR MINUS 6" OF PLAN LOCATION.

HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	UTILITY LOCATION CONSTRUCTION STANDARD	DATE: 3/88 APPROVED: D.W.S.	STANDARD NO. 3.10.1



NOTES:

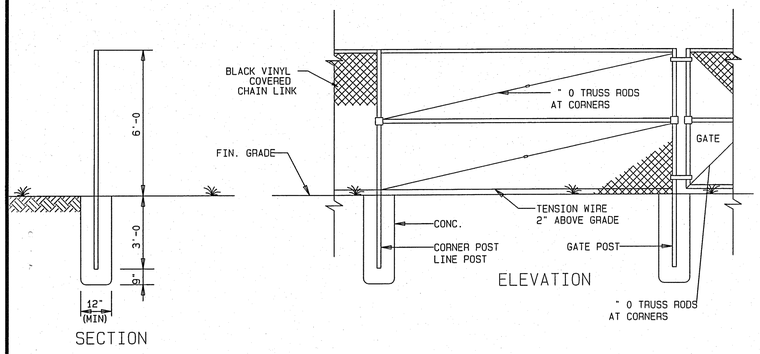
1. 1/2" PREFORMED EXPANSION JOINTS REQUIRED AT ALL STRUCTURES & CURB RETURNS.

2. MAXIMUM DISTANCE BETWEEN EXPANSION JOINTS = 40'.

3. DISTANCE BETWEEN DUMMY JOINTS = 10.0'

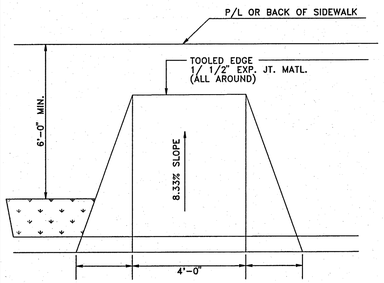
4. CONCRETE STRENGTH – 3000 PSI, SLUMP – 2", FINISH SHALL BE SMOOTHED & EVENED WITH A WOODEN FLOAT.

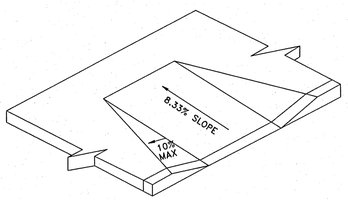
HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	CURB & GUTTER CONSTRUCTION STANDARD	DATE: 3/88 APPROVED: D.W.S.	STANDARD NO. 3.7.1

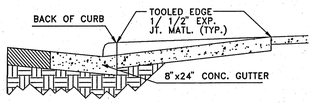


HENRY COUNTY WATER & SEWERAGE AUTHORITY

SECURITY FENCE DETAIL
N.T.S.
8/01







NOTES:

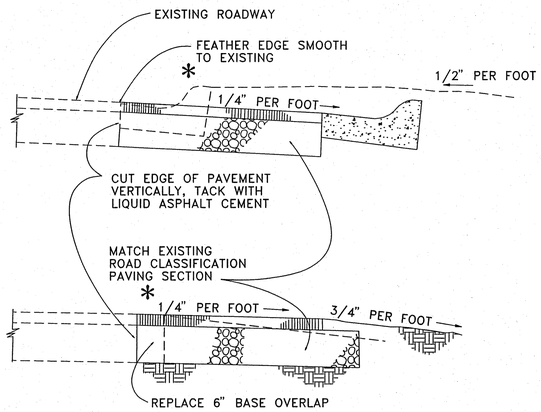
1. CONCRETE SHALL BE CLASS "A" 300 PSI.

2. EXPANSION JOINTS SHALL BE IN ACCORDANCE WITH AASHTO M153 OR M213.

3. SURFACE TEXTURE OF RAMP SHALL BE OBTAINED BY BROOMING TRANSVERSE TO THE RAMP OF THE SLOPE.

HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	HANDICAP RAMP CONSTRUCTION STANDARD	DATE: 3/88 APPROVED: D.W.S.	STANDARD NO. 4.3.1

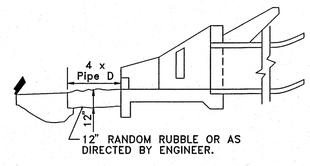
CURBED SECTION

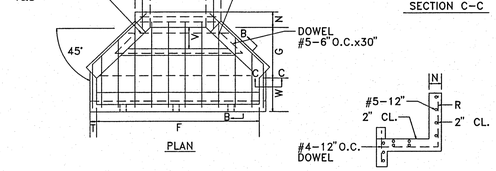


UNCURBED SECTION

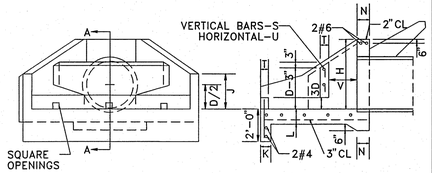
NOTE: CONCRETE SURFACING MAY BE USED ON SELECTED APPLICATIONS WHERE APPROVED BY THE COUNTY ENGINEER.

HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	ROAD WIDENING CONSTRUCTION STANDARD	DATE: 3/88 APPROVED: D.W.S.	STANDARD NO. 3.9.1





D	E	F	G	H	J	K	L	N	V	W	T	R	S	U
18"	3'-0"	7'-6"	3'-0"	3'-0"	2'-0"	8"	8"	8"	2'-0"	1'-0"	6"	#5-12" O.C	#4-12" O.C	#4-8" O.C
21"	3'-4"	7'-9"	"	3'-3"	"	"	"	"	2'-0"	"	"	"	"	"
24"	3'-8"	8'-0"	"	3'-6"	"	"	"	"	2'-0"	1'-6"	"	"	"	"
27"	3'-11"	8'-3"	"	4'-0"	"	"	"	"	2'-0"	2'-0"	"	"	"	"
30"	4'-2"	8'-6"	"	4'-0"	2'-1"	"	"	10"	2'-0"	2'-0"	"	"	"	"
36"	4'-8"	10'-0"	3'-6"	4'-6"	2'-3"	"	10"	"	2'-3"	2'-6"	"	"	"	"
42"	5'-3"	11'-6"	4'-0"	5'-0"	2'-9"	"	"	"	2'-4"	3'-0"	8"	"	"	#5-8" O.C
48"	5'-10"	13'-0"	4'-6"	5'-6"	3'-0"	"	"	12"	2'-6"	3'-6"	"	"	#5-12" O.C	"
54"	6'-5"	14'-6"	5'-0"	6'-0"	3'-6"	9"	12"	"	2'-8"	5'-0"	"	#6-8" O.C	"	"
60"	7'-0"	16'-0"	5'-6"	6'-6"	4'-3"	"	"	"	2'-11"		"	"	"	"
66"	7'-7"	17'-6"	6'-0"	7'-0"	4'-6"	"	"	"	3'-0"	"	"	"	"	"
72"	8'-2"	19'-0"	6'-6"	7'-0"	5'-8"	"	"	"	3'-2"	5'-6"	"	"	"	"



NOTES:

1. HEADWALL SHALL BE PARALLEL TO CENTERLINE OF HIGHWAY UNLESS OTHER WISE STATED.

2. CONCRETE SHALL BE 3,000 P.S.I. 28 DAY STR.

3. WEEP HOLES SHALL BE 3" DIA. AT F/4 O.C.

4. RANDOM RUBBLE 3" TO 12" IN DIA.

HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	ENERGY DISSIPATOR CONSTRUCTION STANDARD	DATE: 3/88 APPROVED: D.W.S.	STANDARD NO. 2.7.1

24-HR Contact:
Brian Cagle
770-210-4663

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GEORGIA REGISTERED Brent H. Moyer 03.17.06 ENGINEER BRENT H. MOYER

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

Construction Details Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Locust Grove, Georgia 30250
p 770.210.4663
f 770.897.0971

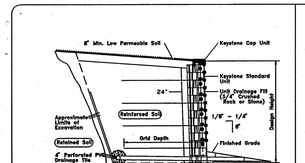
DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

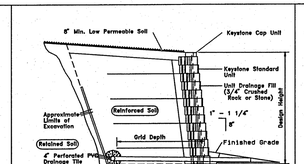
23

23 OF 26 SHEETS
FILE NUMBER: 04-D-039

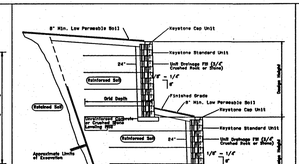
Plotted: 17 Mar 2006 at 10:18AM Project: F:\Projects\2004\2004.039\2004.039.civ1.pro



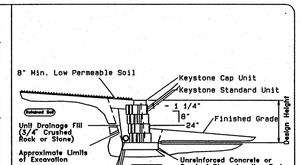
Typical Reinforced Wall Section
Standard Unit - Near Vertical Setback



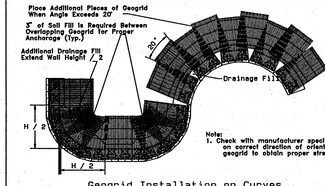
Typical Reinforced Wall Section
Standard Unit - 1" Setback



Typical Reinforced Tiered Wall Section
Standard Unit - Near Vertical Setback

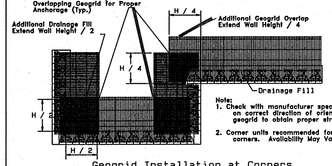


Typical Gravity Wall Section
Standard Unit - 1" Setback



Geogrid Installation on Curves

Notes:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.



Geogrid Installation at Corners

Notes:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.
2. Corner units recommended for outside corners. Availability May Vary.

Copyright 2003 Keystone Retaining Wall Systems

Design is for internal stability of the KEYSTONE wall structure only. External stability, including but not limited to foundation and slope stability is the responsibility of the Owner. The design is based on the assumption that the materials within the retained zones, methods of construction, and quality of materials conforms to KEYSTONE's specification for this project.

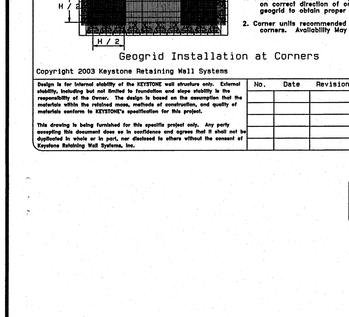
This drawing is being furnished for this specific project only. Any party accepting this document does so in conformance and agrees that it shall not be duplicated in whole or in part, nor disclosed to others without the consent of Keystone Retaining Wall Systems, Inc.

No.	Date	Revision	By

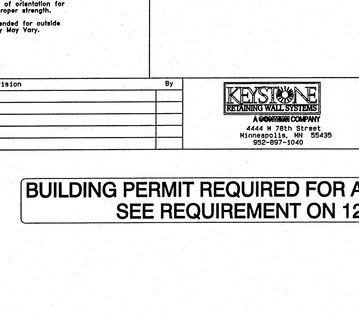
KEYSTONE RETAINING WALL SYSTEMS
A Versa-Lok Company
4444 W 78th Street
Minneapolis, MN 55435
952-897-1040

Designed By: RKM	Title: Standard Unit 18 - Straight Face Details	Date:
Checked By: CDN	Project: Keystone Retaining Wall Systems Typical Wall Details	Project No:
Scale: No Scale		Drawing No:

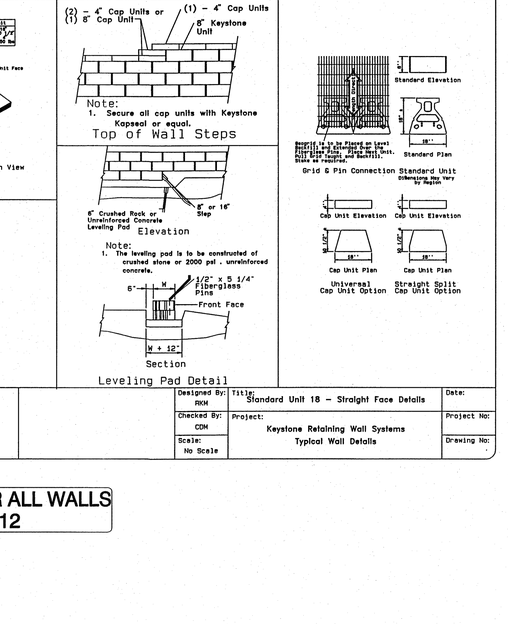
BUILDING PERMIT REQUIRED FOR ALL WALLS
SEE REQUIREMENT ON 12



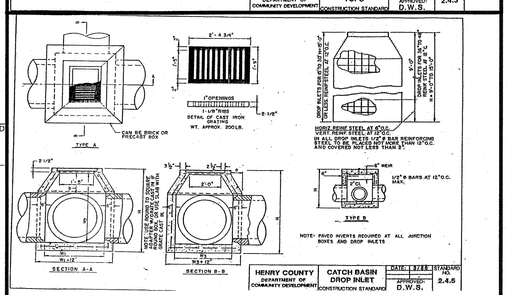
DEPARTMENT OF COMMUNITY DEVELOPMENT	FLARED DRIVEWAY CONSTRUCTION STANDARD	DATE:	STANDARD NO. 3.5.3
		APPROVED:	



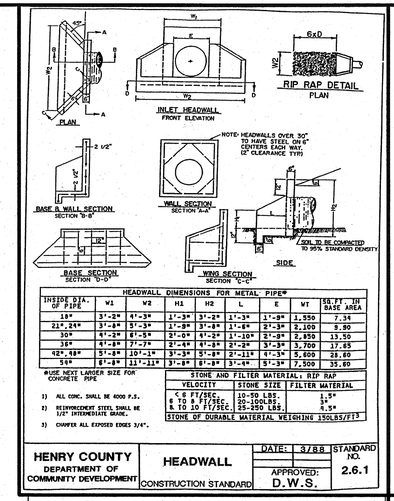
DEPARTMENT OF COMMUNITY DEVELOPMENT	CULVERT TRENCH CONSTRUCTION STANDARD	DATE:	STANDARD NO. 2.1.1
		APPROVED:	



DEPARTMENT OF COMMUNITY DEVELOPMENT	CATCH BASIN TOPS CONSTRUCTION STANDARD	DATE: 3/88	STANDARD NO. 2.4.3
		APPROVED: D.W.S.	



DEPARTMENT OF COMMUNITY DEVELOPMENT	CATCH BASIN DROP INLET CONSTRUCTION STANDARD	DATE: 3/88	STANDARD NO. 2.4.5
		APPROVED: D.W.S.	



HEADWALL DIMENSIONS FOR METAL PIPE*							
INSIDE DIA. OF PIPE	W1	W2	H1	H2	L	E	WT	50 FT. IN BASE AREA
18"	3'-2"	4'-3"	1'-3"	3'-2"	1'-3"	1'-9"	1,550	7.34
21", 24"	3'-8"	5'-3"	1'-8"	3'-8"	1'-6"	2'-3"	2,100	9.90
30"	4'-2"	6'-5"	2'-0"	4'-2"	1'-10"	2'-9"	2,950	13.50
36"	4'-8"	7'-7"	2'-4"	4'-8"	2'-2"	3'-3"	3,700	17.65
42", 48"	5'-8"	10'-1"	3'-3"	5'-8"	2'-11"	4'-3"	5,600	28.60
54"	6'-8"	11'-11"	3'-8"	6'-8"	3'-6"	5'-3"	7,500	35.60

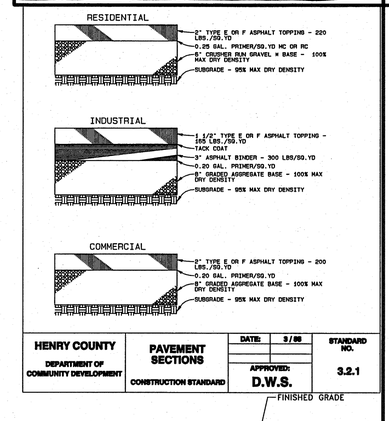
*USE NEXT LARGER SIZE FOR CONCRETE PIPE

STONE AND FILTER MATERIAL, RIP RAP		
VELOCITY	STONE SIZE	FILTER MATERIAL
< 6 FT/SEC & TO 6 FT/SEC & TO 10 FT/SEC.	10-50 LBS. 20-100LBS. 25-250 LBS.	1.5" 3" 4.5"

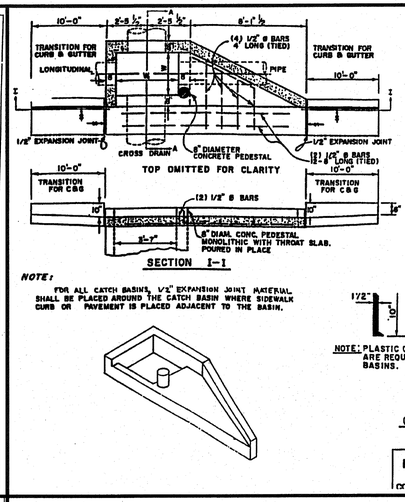
STONE OF DURABLE MATERIAL WEIGHING 150LBS/FT3

1) ALL CONC. SHALL BE 4000 P.S.
2) REINFORCEMENT STEEL SHALL BE 1/2" INTERMEDIATE GRADE.
3) CHAMFER ALL EXPOSED EDGES 3/4".

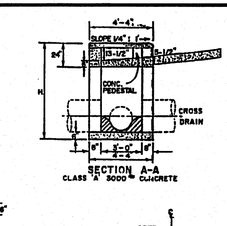
HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	HEADWALL CONSTRUCTION STANDARD	DATE: 3/88	STANDARD NO. 2.6.1
		APPROVED: D.W.S.	

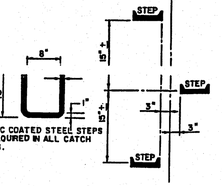


HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	PAVEMENT SECTIONS CONSTRUCTION STANDARD	DATE: 3/88	STANDARD NO. 3.2.1
		APPROVED: D.W.S.	



NOTE:
FOR ALL CATCH BASINS, 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AROUND THE CATCH BASIN WHERE SIDEWALK CURB OR PAVEMENT IS PLACED ADJACENT TO THE BASIN.



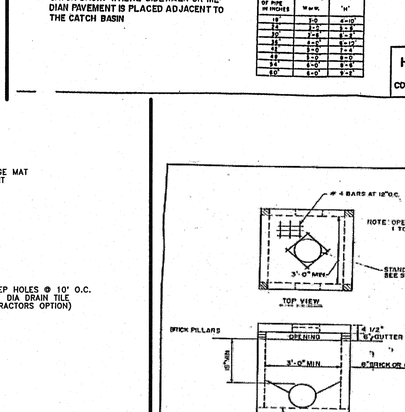


NOTE: PLASTIC COATED STEEL STEPS ARE REQUIRED IN ALL CATCH BASINS.

CATCH BASIN STEP DETAIL

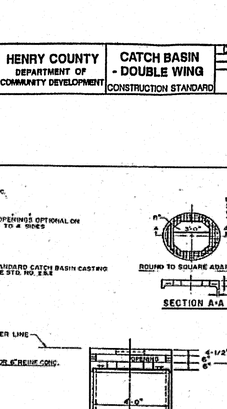
DIMENSIONS FOR CATCH BASINS		
INSIDE DIAMETER OF PIPE IN INCHES	NORMAL W=W,	MINIMUM "H"
18"	3'-0"	4'-10"
24"	3'-0"	5'-6"
30"	3'-6"	6'-4"
36"	4'-0"	7'-0"
42"	4'-0"	7'-8"
48"	4'-0"	8'-4"
54"	4'-0"	9'-0"
60"	4'-0"	9'-8"

HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	CATCH BASIN - SINGLE WING	DATE: 3/88	STANDARD NO. 2.4.1
		APPROVED:	



NOTE: FOR ALL CATCH BASINS, 1/2" EXP. JOINT MATL. SHALL BE PLACED AROUND THE CATCH BASIN WHERE SIDEWALK OR MEDIAN PAVEMENT IS PLACED ADJACENT TO THE CATCH BASIN

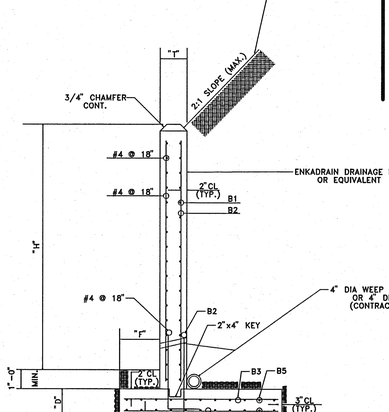
DIMENSIONS FOR CATCH BASINS		
INSIDE DIAMETER OF PIPE IN INCHES	NORMAL W=W,	MINIMUM "H"
18"	3-0	4'-10"
24"	3'-0"	5'-6"
30"	3'-6"	6'-4"
36"	4'-0"	6'-10"
42"	4'-0"	7'-8"
48"	4'-0"	8'-0"
54"	4'-0"	8'-8"
60"	4'-0"	9'-2"



NOTE: PLASTIC COATED STEEL STEPS ARE REQUIRED IN ALL CATCH BASINS.

CATCH BASIN STEP DETAIL

HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	CATCH BASIN - DOUBLE WING CONSTRUCTION STANDARD	DATE: 3/88	STANDARD NO. 2.4.2
		APPROVED: D.W.S.	



RETAINING WALL SCHEDULE & SPACING													
DIMENSIONS							BAR SIZE @ SPACING						
H	W1	W2	W3	F	T	D	B1	B2	B3	B4	B5	B6
2-3	0'-9"	1'-0"	2'-6"	1'-0"	1'-0"	1'-0"	#4 @12	#4 @12	#5 @12	#6 @12	#4 @12	#4 @12
3-5	0'-9"	1'-2"	3'-0"	1'-6"	1'-0"	1'-6"	#4 @12	#4 @12	#5 @12	#6 @12	#4 @12	#4 @12
5-7	0'-11"	1'-2"	3'-9"	1'-6"	1'-0"	1'-6"	#4 @12	#6 @12	#5 @12	#6 @12	#4 @12	#4 @12
7-9	1'-5"	1'-2"	4'-9"	1'-6"	1'-0"	1'-6"	#4 @12	#7 @12	#5 @12	#6 @12	#4 @12	#4 @12
9-11	2'-6"	1'-4"	5'-0"	2'-0"	1'-2"	1'-8"	#4 @12	#8 @12	#7 @12	#6 @12	#5 @12	#5 @12
11-13	3'-0"	1'-4"	5'-6"	2'-9"	1'-4"	1'-8"	#5 @12	#8 @ 9	#7 @ 9	#6 @12	#5 @12	#5 @12
13-15	3'-6"	1'-6"	6'-0"	3'-6"	1'-6"	1'-8"	#5 @12	#8 @6.5	#8 @13	#6 @12	#5 @12	#5 @12

RETAINING WALL DETAIL (POURED INPLACE)
N.T.S.

HENRY COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT	CATCH BASIN WEIR INLET CONSTRUCTION STANDARD	DATE: 3/88	STANDARD NO. 2.4.4
		APPROVED: D.W.S.	

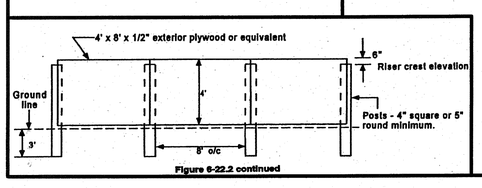


Figure 6-22.2 continued

GEORGIA
REGISTERED
No. 16911
PROFESSIONAL
ENGINEER
BRENT H. MOTE

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
P 678.432.5720
F 678.432.5463

Construction Details Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Loyalton, Georgia 30250
P 770.897.0971

DATE:	RELEASE DESCRIPTION
07-23-05	revised per city comments
12-09-05	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
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STATE: Georgia
JOB NUMBER: 2004.039

24

24 OF 26 SHEETS
FILE NUMBER: 04-D-039

24-HR Contact:
Brian Cagle
770-210-4663

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Plotted: 17 Mar 2006 at 10:19AM Project: F:\Projects\2004\2004.039\2004.039civil.prc

Disturbed Area Stabilization (With Mulching Only) Ds1

DEFINITION

Applying plant residues or other suitable materials, produced on the site if possible, to the soil surface.

PURPOSE

– To reduce runoff and erosion
– To conserve moisture
– To prevent surface compaction or crusting
– To control undesirable vegetation
– To modify soil temperature
– To increase biological activity in the soil

REQUIREMENT FOR REGULATORY COMPLIANCE

Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Mulch can be used as a singular erosion control device for up to six months, but it shall be applied at the appropriate depth, depending on the material used, anchored, and have a continuous 95% cover or greater of the soil surface. Maintenance shall be required to maintain appropriate depth and 90% cover. Temporary vegetation may be employed instead of mulch if the area will remain undisturbed for less than six months. If an area will remain undisturbed for greater than six months, permanent vegetative techniques shall be employed. Refer to Ds2 – Disturbed Area Stabilization (With Temporary Seeding), Ds3 – Disturbed Area Stabilization (With Permanent Seeding), and Ds4 – Disturbed Area Stabilization (With Sodding).

SPECIFICATIONS

MULCHING WITHOUT SEEDING
.This standard applies to grades or cleared areas where seedings may not have a suitable growing season to produce an erosion retardant cover, but can be stabilized with a mulch cover.

Site Preparation
1. Grade to permit the use of equipment for applying and anchoring mulch.
2. Install needed erosion control measures as required such as dikes, diversions, berms, terraces, and sediment barriers.
3. Loosen compact soil to a minimum depth of 3 inches.

Mulching Materials
.Select one of the following materials and apply at the depth indicated:

1. Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete soil coverage. One advantage of this material is easy application.
2. Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic material from the clearing stage of development should remain on site, be chipped, and applied as mulch. This method of mulching can greatly reduce erosion control costs.
3. Cutback asphalt (slow curing) shall be applied at 1200 gallons per acre (or , gallon per sq. yd.).
4. Polyethylene film shall be secured over banks or stockpiled soil material for temporary protection. This material can be salvaged and re–used.

Applying Mulch
.When mulch is used without seeding, mulch shall be applied to provide full coverage of the exposed area.
1. Dry straw or hay mulch and wood chips shall be applied uniformly by hand or by mechanical equipment.
2. If the area will eventually be covered with perennial vegetation, 20–30 pounds of nitrogen per acre in addition to the normal amount shall be applied to offset the uptake of nitrogen caused by decomposition of the organic mulches.
3. Cutback asphalt shall be applied uniformly. Care should be taken in areas of pedestrian traffic due to problems of 'tracking in' or damage to shoes, clothing, etc.
4. Apply polyethylene film on exposed areas.

Anchoring Mulch
1. Straw or hay mulch can be pressed into the soil with a disk harrow with the disk set straight or with a special 'packer disk.' Disks may be smooth or serrated and should be 20 inches or more in diameter and 8 to 12 inches apart. The edges of the disk should be dull enough not to cut the mulch but to press it into the soil leaving much of it in an anchored position. Straw or hay mulch shall be anchored immediately after application. Straw or hay mulch spread with special blower–type equipment may be anchored with emulsified asphalt (Grade AE–S or SS–1). The asphalt emulsion shall be sprayed onto the mulch as it is ejected from the machine. Use 100 gallons of emulsified asphalt and 100 gallons of water per ton of mulch. Tackifiers and binders can be substituted for emulsified asphalt. Please refer to specification Tb – Tackifiers and Binders. Plastic mesh or netting with mesh no larger than one inch by one inch shall be installed according to manufacturer's specifications.
2. Netting of the appropriate size shall be used to anchor wood waste. Openings of the netting shall not be larger than the average size of the wood waste chips.
3. Polyethylene film shall be anchor trenched at the top as well as incrementally as necessary.

Temporary Sediment Basin Sd3

SD3 Temporary Sediment Basin

Definition
A basin created by the construction of a barrier or dam across a concentrated flow area or by excavating a basin or by a combination of both. A sediment basin typically consists of a dam, a pipe outlet, and an emergency spillway. The size of the structure will depend upon the location, size of the drainage area, soil type, and rainfall pattern.

Purpose
To detain runoff waters and trap sediment from erodible areas in order to protect properties and drainage ways below the installation from damage by excessive sedimentation and debris. The water is temporarily stored and the bulk of the sediment carried by the water drops out and is retained in the basin while the water is automatically released.

Conditions
This practice applies to critical areas where physical site conditions, construction schedules, or other restrictions preclude the installation or establishment of erosion control practices to satisfactorily reduce runoff, erosion, and sedimentation. The structure may be used in combination with other practices and should remain in effect until the sediment–producing area is permanently stabilized. This standard applies to the installation of temporary (to be removed within 18 months) sediment basins on sites where: (1) failure of the structure would not result in loss of life or interruption of use or service of public utilities, and (2) the drainage area does not exceed 150 acres.

Design Criteria
Compliance With Laws and Regulations
Design and construction shall comply with state and local laws, ordinances, rules and regulations. Basins shall be constructed according to the approved erosion and sediment control plan unless modified by the design engineer.

Location
Sediment basins shall never be placed in live streams. They should be located so that storm drains discharge into the basin. The sediment basin should be located to obtain the maximum storage benefit from the terrain and for ease of clean–out of the trapped sediment. It should be located to minimize interference with construction activities and construction of utilities.

Volume
The sediment storage volume of the basin, as measured to the elevation of the crest of the principal spillway, shall be at least 67 cubic yards per acre for the disturbed area draining into the basin (67 cubic yards is equivalent to 1/2 inch of sediment per acre of drainage area). The entire drainage basin area should be used for this computation, rather than the disturbed area alone, to help ensure adequate trapping efficiency. Sediment shall be removed from the basin when approximately one–third of the storage volume has been lost to sediment accumulation. This volume shall be marked on the riser or by setting a marked post near the riser.

Surface Area
Studies (Barfield and Clar, 1985) indicate that the following relationship between surface area and peak inflow rate gives a trapping efficiency from greater than 75% for clay loam to 95% for loamy sandy soils.

A = 0.01q

where A is basin surface area in acres and q is peak inflow rate in cfs. Area is measured at the crest of the principal spillway riser. The minimum peak inflow rate is determined from a 2–year, 24–hour storm.

PIEDMONT VEGETATIVE COVERS

MONTH	TEMPORARY SEED	RATE/ACRE	PERMANENT SEED	RATE/ACRE
1. JANUARY	RYEGRASS	40–50 LB.	UNHULLED BERMUDA	8–10 LB.
			SERICEA LESPEDEZA[2]	30–40 LB.[1]
2. FEBRUARY			UNHULLED BERMUDA	8–10 LB.
			SERICEA LESPEDEZA[2]	30–40 LB.
			FESCUE	30–50 LB.
3. MARCH	RYE	2–3 BU.	UNHULLED BERMUDA	8–10 LB.
	ANNUAL LESPEDEZA	20–25 LB.	SERICEA LESPEDEZA2	30–40 LB.
	WEEPING LOVEGRASS	4–6 LB.	FESCUE	30–50 LB.
4. APRIL	RYE	2–3 BU.	WEEPING LOVEGRASS	4–6 LB.
	BROWN TOP MILLET	30–40 LB.	HULLED BERMUDA	5–6 LB.
	ANNUAL LESPEDEZA	20–25 LB.	BAHIA	40–60 LB.
	SUDAN ANNUAL	35 LB.		
5. MAY	WEEPING LOVEGRASS	4–6 LB.	WEEPING LOVEGRASS	4–6 LB.
	SUDAN GRASS	35 LB.	HULLED BERMUDA	5–6 LB.
	BROWN TOP MILLET	30–40 LB.	BAHIA	40–60 LB.
6. JUNE	WEEPING LOVEGRASS	4–6 LB.	WEEPING LOVEGRASS	4–6 LB.
	SUDAN GRASS	35 LB.	HULLED BERMUDA	5–6 LB.
	BROWN TOP MILLET	30–40 LB.	BAHIA	40–60 LB.
7. JULY	WEEPING LOVEGRASS	4–6 LB.		
	SUDAN GRASS	35 LB.		
	BROWN TOP MILLET	30–40 LB.		
8. AUGUST	RYEGRASS	40–50 LB.		
	WEEPING LOVEGRASS	4–6 LB.		
9. SEPTEMBER			TALL FESCUE	30–50 LB.
10. OCTOBER	WHEAT	2–3 BU.	UNHULLED BERMUDA	8–10 LB.
			SERICEA LESPEDEZA[2]	30–40 LB.
			FESCUE	30–50 LB.
11. NOVEMBER	WHEAT	2–3 BU.	UNHULLED BERMUDA	8–10 LB.
			FESCUE	30–50 LB.
			SERICEA LESPEDEZA	30–40 LB.
12. DECEMBER	RYE	2–3 BU.	UNHULLED BERMUDA	8–10 LB.
	RYEGRASS	40–50 LB.	SERICEA LESPEDEZA	30–40 LB.
	WHEAT	2–3 BU.	FESCUE	30–50 LB.

[1]USE A MINIMUM OF 40 LBS. SCARIFIED SEED. REMAINDER MAY BE UNSCARIFIED, CLEAN HULLED SEED.
[2]USE EITHER COMMON SERALA, OR INTERSTATE SERICEA LESPEDEZA.

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

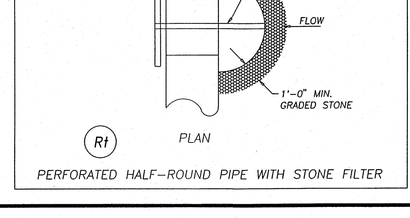
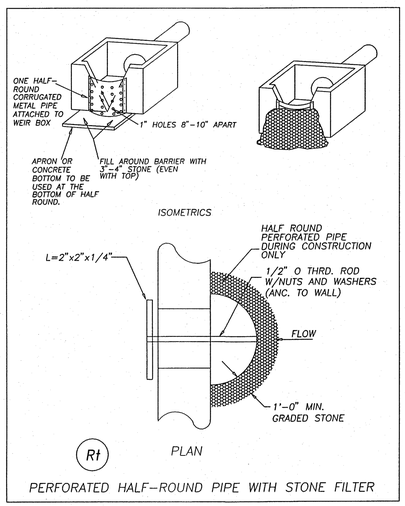


Figure 6-7.1 - Typical installation guidelines for matting and blankets



Rt

PERFORATED HALF–ROUND PIPE WITH STONE FILTER

GENERAL

This vegetative plan will be carried out on road cut and fill slopes, shoulders and other areas that are disturbed during construction. Upon completion of the grading operation, each area is scheduled. Plantings will be made to control erosion, to reduce damage from sediment and runoff to downstream areas and to improve the safety and beauty of the development area.

SOIL CONDITIONS

Due to grading and construction, the areas to be treated are mainly subsoil and subsoils. Fertility is low and the physical characteristics of the exposed material are unfavorable to all but the most hardy plants.

TREATMENT SPECIFICATIONS

Hydraulic Seeding Equipment:

When hydraulic seeding and fertilizing equipment is used, no grading and shaping of seedbed preparation will be required. The fertilizer, seed and mixed cellulose fiber mulch will be mixed with water and applied in a slurry. All slurry ingredients must be combined to form a homogeneous mixture, and spread uniformly over the area within one hour after mixing is made. Slopes of hay mulch and pegged erosion will be applied to the areas immediately after seeding. Approximately 1,500 lbs. per acre of hay mulch will be spread uniformly over the area, leaving about 25 percent of the ground surface exposed. The per acre application rates are as follows:

A. Seeding with mulch: (Hydraulic seeding equipment on slopes 3:1 and steeper)

Agricultural Limestone #75	4000 lbs./acre
Fertilizer, 5–10–15	1500 lbs./acre
Mulch (straw or hay) OR	1000 lbs./acre
Wood Cellulose Fiber Mulch	1500 lbs./acre

Seed Species	Application Rate/Acre	Planting Dates
Sericea lespedeza, scarified	60 lbs.	3/1 – 6/15
Weeping lovegrass OR	4 lbs.	
Common bermuda, hulled	6 lbs.	
Fescue	40 lbs.	9/1 – 10/31
Sericea lespedeza, unscarified	60 lbs.	
Fescue	40 lbs.	11/1 – 2/28
Sericea lespedeza, unscarified	60 lbs.	
Rye	35 lbs.	
Hay mulch for temporary cover	5000 lbs.	6/15 – 8/31

B. Topdressing: Apply when plants are 2 to 4 inches tall. Fertilizer (Ammonium Nitrate 33.5%) 300 lbs./acre

C. Second–Year Fertilizer: (0–20–20 or equivalent) 500 lbs./acre

GENERAL

This vegetative plan will be carried out on road cut and fill slopes, shoulders and other areas that are disturbed during construction. Upon completion of the grading operation, each area is scheduled. Plantings will be made to control erosion, to reduce damage from sediment and runoff to downstream areas and to improve the safety and beauty of the development area.

SOIL CONDITIONS

Due to grading and construction, the areas to be treated are mainly subsoil and subsoils. Fertility is low and the physical characteristics of the exposed material are unfavorable to all but the most hardy plants.

TREATMENT SPECIFICATIONS

Conventional Seeding Equipment:

Grade, shape and smooth where needed to provide for safe equipment operation at seeding. Lime and fertilizer shall be incorporated into the soil and mixed as near to the specified uniformly over the area as possible. Following seedbed preparation, a seedbed will be prepared by overlaying to a depth of 1 ½ to 4 inches as determined on site. The seedbed must be well pulverized, smoothed and firmed. Seeding will be done with a cultipacker seeder or a drill with a cultipacker attachment. Seed will be sown at the specified rate uniformly over a freshly prepared seedbed and covered lightly. Within 24 hours after seeding, straw or hay mulch will be spread uniformly over the area, leaving about 25 percent of the ground surface exposed. Mulch will be spread with a blower–type mulch equipment or by hand and anchored immediately after it is spread. Use 100 gallons of liquid asphalt per ton of mulch. Asphalt shall not be used to press the mulch into the soil. The per acre application rates are as follows:

A. Seeding with mulch: (Conventional seeding equipment on slopes less than 3:1)

Agricultural Limestone #75	4000 lbs./acre
Fertilizer, 5–10–15	1500 lbs./acre
Mulch (straw or hay)	5000 lbs./acre

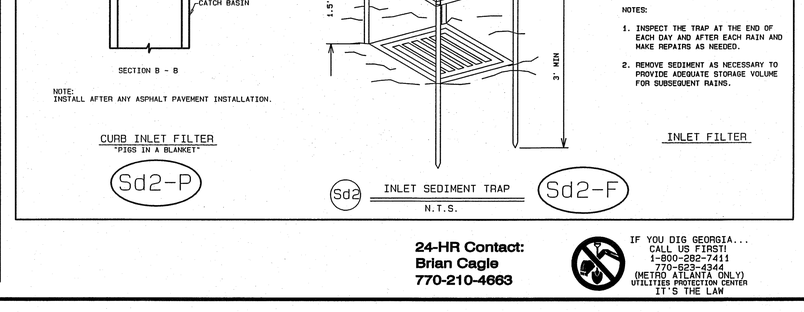
Seed Species	Application Rate/Acre	Planting Dates
Hulled common bermudagrass	10 lbs.	3/1 – 6/15
Fescue	50 lbs.	9/1 – 10/31
Fescue	50 lbs.	11/1 – 2/28
Rye grass	50 lbs.	
Hay mulch for temporary cover	5000 lbs.	6/15 – 8/31

B. Topdressing: Apply when plants are 2 to 4 inches tall. Fertilizer (Ammonium Nitrate 33.5%) 300 lbs./acre

C. Second–Year Fertilizer: (5–10–15 or equivalent) 800 lbs./acre

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

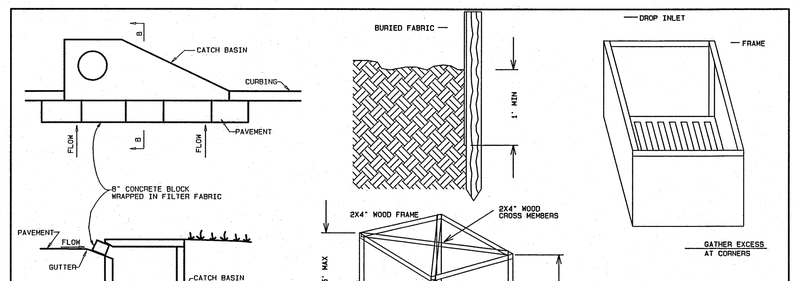
Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)



Notes

1. L_a is the length of the riprap apron.
2. D=1.5 times the maximum stone diameter but not less than 6".
3. In a well–defined channel extend the apron up the channel banks to an elevation of 6" above the maximum tailwater depth or to the top of the bank, whichever is less.
4. A filter blanket or filter fabric should be installed between the riprap and soil foundation.

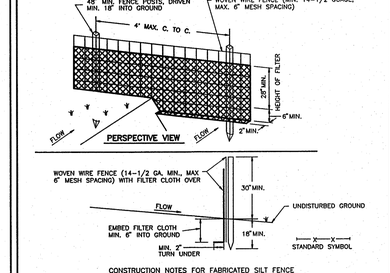
St STORM DRAIN OUTLET PROTECTION



CURB INLET FILTER "PIGS IN A BLANKET" Sd2-P

Sd2 INLET SEDIMENT TRAP N.T.S. Sd2-F

INLET FILTER

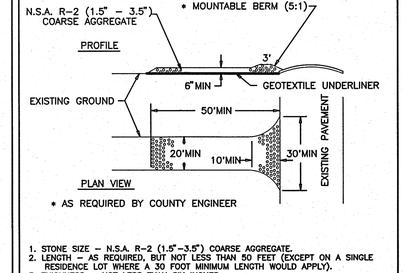


CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER–LAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULDGES" DEVELOP IN THE SILT FENCE.
5. ALL SILT FENCE MATERIALS MUST BE LISTED ON THE CURRENT GA. D.O.T. QUALIFIED PRODUCTS LIST #36.

POSTS: STEEL EITHER T OR U TYPE.
FENCE: WOVEN WIRE, 14 GA. 6" MAX. MESH OPENING, AS DIRECTED.
FILTER CLOTH: FILTER X, MIRAFI 100X' STABILINKA T140N OR APPROVED EQUAL.
PREFABRICATED UNIT: GEOFAB, ENVIROFENCE OR APPROVED EQUAL.

Sd1–C SILT FENCE TYPE "C"



1. STONE SIZE – N.S.A. R–2 (1.5"–3.5") COARSE AGGREGATE.
2. LENGTH – AS REQUIRED, BUT NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
3. THICKNESS – NOT LESS THAN SIX INCHES.
4. WIDTH – TWENTY FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH – WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE. FILTER WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENCE LOT.
6. SURFACE WATER – ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS–OF–WAY.
8. ADD 2" TOP DRESSING OF STONE WHERE STONE DEPTH IS REDUCED TO 4" OR AS REQUIRED BY THE ENGINEER.

Co CONSTRUCTION ACCESS PAD

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Sd1	SILT FENCE BARRIER		TYPE (Indicate type)	A BARRIER TO PREVENT SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. IT MAY BE SANDBAGS, BALES OF STRAW OR HAY, BRUSH, LOGS AND POLES, GRAVEL, OR A SEDIMENT FENCE. THE BARRIERS ARE USUALLY TEMPORARY AND INEXPENSIVE.
Cd	CHECKDAM			A SMALL TEMPORARY BARRIER OR DAM CONSTRUCTED ACROSS A SWALE, DRAINAGE DITCH OR AREA OF CONCENTRATED FLOW.
St	STORM DRAIN OUTLET PROTECTION		St	A PAVED OR SHORT SECTION OF RIPRAP CHANNEL AT THE OUTLET OF A STORM DRAIN SYSTEM PREVENTING EROSION FROM THE CONCENTRATED RUNOFF.
Co	CONSTRUCTION EXIT		Co (Label)	A CRUSHED STONE PAD LOCATED AT THE CONSTRUCTION SITE EXIT TO PROVIDE A PLACE FOR REMOVING MUD FROM TIRES THEREBY PROTECTING PUBLIC STREETS.
Rt	RETROFITTING		Rt	A DEVICE OR STRUCTURE PLACED IN FRONT OF A PERMANENT STORMWATER DETENTION POND OUTLET STRUCTURE TO SERVE AS A TEMPORARY SEDIMENT FILTER.
Sd3	TEMPORARY SEDIMENT BASIN			A BASIN CREATED BY EXCAVATION OR A DAM ACROSS A WATERWAY. THE SURFACE WATER RUNOFF IS TEMPORARILY STORED ALLOWING THE BULK OF THE SEDIMENT TO DROP OUT. THE BASIN IS USUALLY TEMPORARY BUT MAY BE DESIGNED AS A PERMANENT POND OR STORMWATER RETENTION DEVIC
Sd2	INLET SEDIMENT TRAP			AN IMPOUNDING AREA CREATED EXCAVATING AROUND A STORM DRAIN DROP INLET. THE EXCAVATED AREA WILL BE FILLED AND STABILIZED ON COMPLEDION OF CONSTRUCTION ACTIVITIES
Ch–V	CHANNEL STABILIZATION WITH VEGETAION			Ch: IMPROVING, CONSTRUCTING OR STABILIZING AN OPEN CHANNEL, EXISTING STREAM OR DITCH Rp: SOIL MATTING COMBINED WITH VEGETATION WILL BE USED WHEN CHANNEL VELOCITIES ARE BETWEEN 5 AND 10 ft/sec.
Sr	STREAM CROSSING, TEMPORARY	(Label)		A TEMPORARY BRIDGE OR CULVERT–TYPE STRUCTURE PROTECTING A STREAM OR WATERCOURSE FROM DAMAGE BY CROSSING CONSTRUCTION EQUIPMENT.

VEGETATIVE MEASURES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Bf	BUFFER ZONE		Bf (Label)	AN UNDISTURBED NATURAL "GREEN BELT" SEPARATING THE LAND–DISTURBED SITE FROM SURROUNDING PROPERTY AND BORDERING STREAMS. IT SERVES TO REDUCE WATER VELOCITY AND REMOVE SOME SEDIMENT. IT IS ALSO AT TIMES A NOISE OR "VISION POLLUTION" BARRIER.
Ds3	DISTURBED AREA STABILIZATION (WITH PERMANENT VEGATATION)		Ds3	ESTABLISHING PERMANENT VEGATATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)		Ds2	ESTABLISHING A TEMPORARY VEGATATIVE COVER WITH FAST GROWING SEEDINGS ON DISTURBED AREAS.
Du	DUST CONTROL ON DISTURBED AREAS		Du	CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROAD–WAYS AND SIMILAR SITES.
Mb	EROSION CONTROL MATTING & BLANKETS		Mb	A PROTECTIVE COVERING (BLANKET) OR SOIL STABILIZATION MAT USED TO ESTABLISH PERMANENT VEGETATION ON STEEP SLOPES, CHANNELS, OR SHORE LINES.

24–HR Contact:
Brian Cagle
770–210–4663

IF YOU DIG GEORGIA...
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1–800–282–7411
770–623–4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
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GEORGIA REGISTERED PROFESSIONAL ENGINEER 15176 BRENT H. MOTE

LEAD land planning and development
252 Keys Ferry Street
McDonough, GA 30253
P 678.432.5720
F 678.432.6463

Erosion Control Details Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Loganville, GA 30250
P– 770.897.0971

DATE:	RELEASE DESCRIPTION
07–23–05	revised per city comments
12–06–05	revised per city comments
03–17–06	revised per city comments

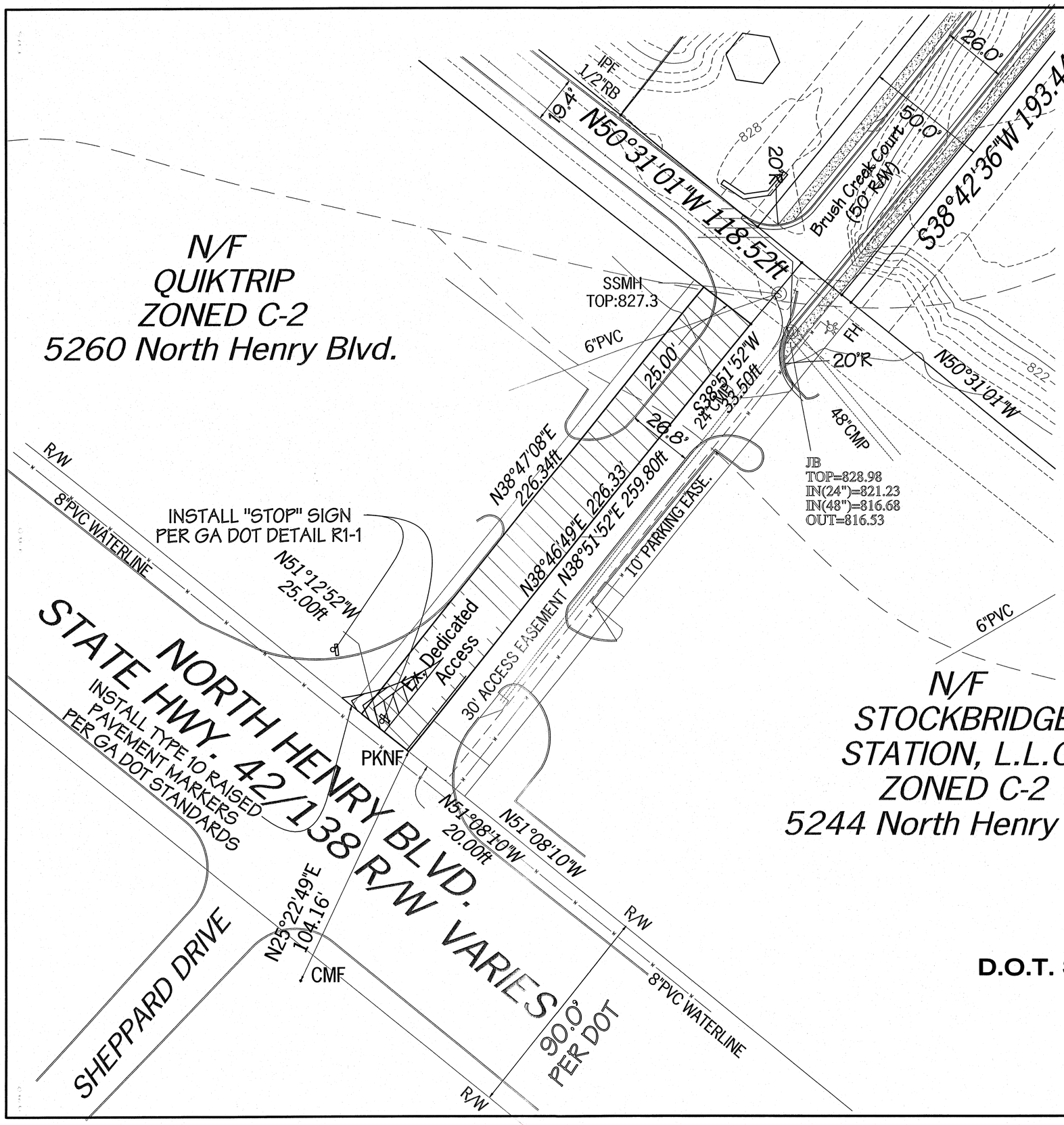
DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

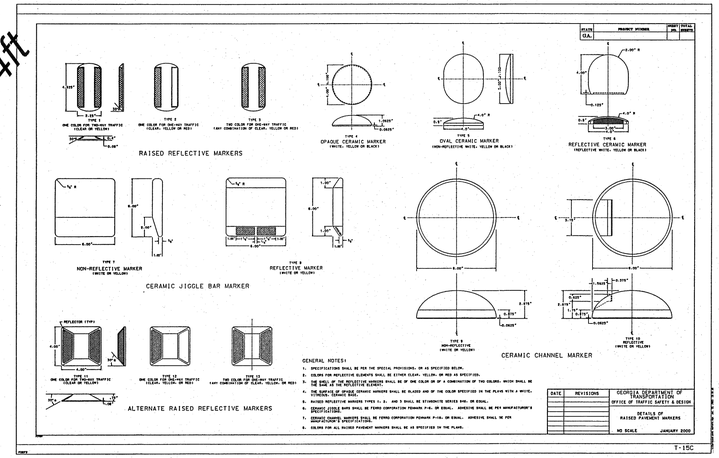
25

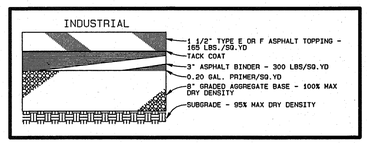
25 OF 26 SHEETS

FILE NUMBER: 04–D–039

Plotted: 17 Mar 2006 at 10:11AM Project: F:\Projects\2004\2004.039\2004.039.civil.pro







THERE ARE WETLANDS LOCATED WITHIN THE LIMITS OF THE SUBJECT PROPERTY.

PORTIONS OF THIS SITE ARE LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 130108 0001 A DATED JUNE, 15 1983

NOTE: ALL UTILITY COMPANIES WITH A FACILITY ON R/W ARE REQUIRED TO PROVIDE IN WRITING TO D.O.T. THAT ANY CONFLICT WILL BE CORRECTED PRIOR TO OR DURING CONSTRUCTION AS THAT THERE ARE NO CONFLICTS WITHIN THE LIMITS OF THIS PROJECT BEFORE PERMIT APPROVAL

D.O.T. SIGN AND MARKING PLAN

20 10 0 20 40 60
GRAPHIC SCALE IN FEET
Scale: 1" = 20'

24-HR Contact:
Brian Cagle
770-210-4663

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GEORGIA REGISTERED No. 24947 PROFESSIONAL ENGINEER BRENT H. MOTE
3.17.06

LEAD
land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
p 678.432.5720
f 678.432.5463

D.O.T. SIGN AND MARKING PLAN
Prepared For:
Brush Creek Commons

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Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
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26

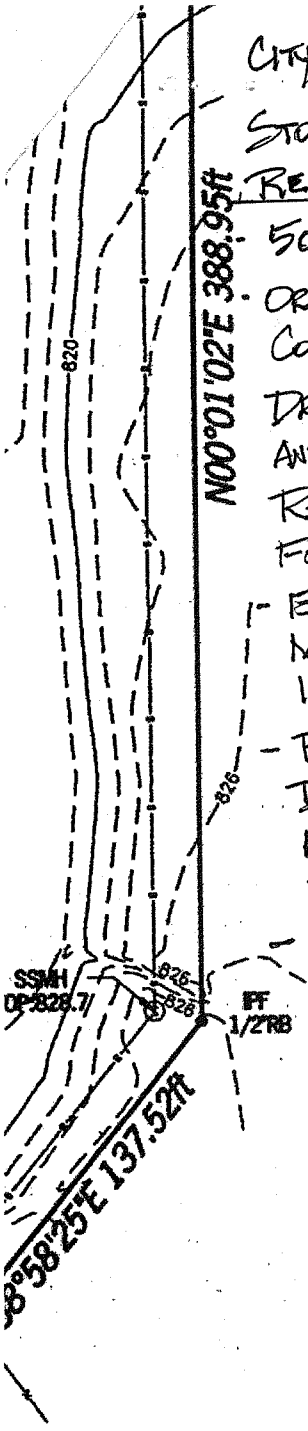
26 OF 26 SHEETS
FILE NUMBER: 04-D-039

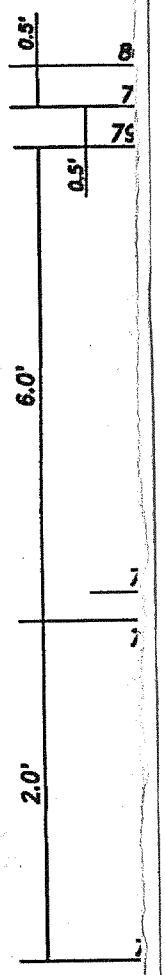
Plotted: 17 Mar 2006 at 10:12AM Project: F:\Projects\2004\2004.039\2004.039civil.pro

CITY OF STOCKBRIDGE JURISDICTION, HENRY COUNTY DOT RECOMMENDS THE FOLLOWING:

COBBLESTONE VILLAGE APTS.
ZONED RMH

- 50' DEDICATED R/W UP TO SR42/138.
- ORIGINALLY CONSTRUCTED AS A DRIVEWAY W/O INSPECTION BY COUNTY/CITY (SINCE IT'S NOT R/W). ANY SECTION OF EXISTING DRIVEWAY PROPOSED TO BE USED SHOULD BE CORED AND HAVE FULL INFO REPORTED TO COUNTY/CITY FOR REVIEW IN CONSIDERATION OF ACCEPTING EXISTING SECTION FOR CITY R/W.
- EXISTING DRIVE SHOULD BE UPGRADED/REVISED TO MATCH THE STD. COUNTY CURB & GUTTER ROAD ON 50' R/W, INCLUDING SHOULDERS (AND SIDEWALKS, IF REQUIRED).
- PROPOSED ENTRANCE DOES NOT LINE UP W/EXISTING DRIVEWAY. IS BOULEVARD ENTRANCE A REQUIREMENT FOR ZONING? IF NOT IT COULD BE REMOVED TO ASSIST IN ALIGNING CENTERLINES.
- PROBABLE GDOT REVIEW NECESSARY DUE TO CHANGE IN USE OF EXISTING ENTRANCE OFF OF SR 42/138.





GRADING PLAN NOTES

1. DISTURBED AREA = ±8.47 ARCES
2. SEE SHEET 13 FOR STORM SEWER FROFILES.
3. SEE SHEET 14 FOR SANITARY SEWER PROFILES.
4. MAINTANCE OF THE STORMWATER MANAGEMENT FACILITIES SHALL BE THE RESPONIBILTY OF THE PROPERTY OWNER AND SHALL BE MAINTAINED AND/OR REPAIRED WHEN NEEDED OR AS REQUIRED BY CITY OF STOCKBRIDGE.
5. THERE ARE NO WETLANDS LOCATED WITHIN THE LIMITS OF THE SUBJECT PROPERTY.

NOTES:
1. RAIS
36"
2. TWO
THE
AN I
THE

Grading and Drainage Plan

60 30 0 60 120 240

GRAPHIC SCALE IN FEET
Scale: 1"= 60'

Pivotal Enterprises, LLC
Eaman Fatemi – Member
1705 Enterprise Way SE, Ste 100,
Marietta, GA 30067

Letter of intent for Brush Creek Commons

Table of Contents:

PGs	Section
1-2	Letter of Intent
3-12	Zoning Modification Application
13-21	As-Is Plat with notes on proposed modifications
22-48	Original Development Agreement
49	Sample Front Elevation

Dear City of Stockbridge Development Department,

Regarding Parcel ID S07-01006005 also known as Brush Creek Commons. We found the original development agreement to be overburdened with too many high-cost amenities for the HOA to handle at forty-one (41) townhomes. Also, the locations the developer proposed for certain amenities are unreasonable and will not survive even if the HOA wasn't already stretched too thin. Unfortunately, they went ahead and developed even though the amenity mix and the proposed locations were untenable. We are proposing bringing the amenity mix and locations into a more manageable and desirable mix. See original from Rezoning Case #RZ-03-04 zoning condition #N.

The current mix includes:

- Putting Green
- Soccer Field
- Volleyball Court
- 1,400 foot walking trails with 3 bridges straight through a mature forest
- Bird-Watching Station
- One Playground installation for toddlers fenced in
- Another Playground installation for adolescents.
- 1300 SQFT Clubhouse fully furnished with exercise equipment
- Covered Pavilion with Fireplace
- Gazebo for bus stop
- Monument signs
- Mail drop off location

September 12, 2022

PROPOSED AMENITY MIX (designed for minimum maintenance and maximum useability)

- Clubhouse 1300 sqft. Partially furnished with finished kitchen and bathroom.
- 15x20 Covered Pavilion (no fireplace)
- Grills next to Pavilion. Benches inside pavilion.
- Gym/Workout space.
- Birdwatching Station moves to more accessible location
- One playground
- Putting Green
- Gazebo for bus stop
- Monument Sign
- Mail drop-off location

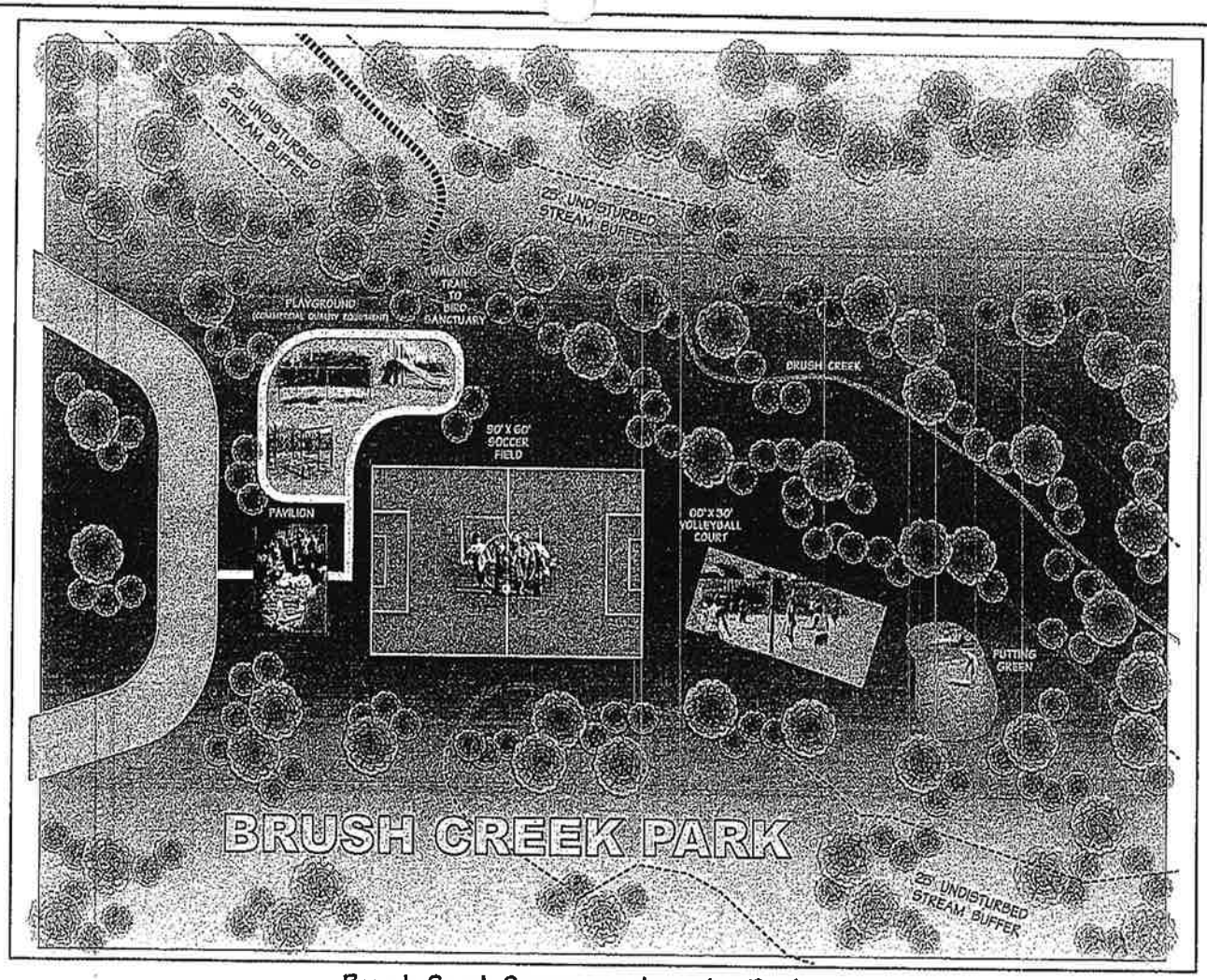
In addition to being some of the more maintenance heavy items, the volleyball court and soccer field are located in a ditch surrounded by hills and tall trees cutting off sunlight. Every heavy rain they will get flooded. The grass on the soccer field will never grow properly, and the volleyball court will always be full of debris and trash. It is not a winnable battle even with unlimited resources.

The 1400 walking trail provides a unique amount of liability for such a small HOA which will likely only have 2 or 3 overwhelmed directors. It was drawn going through a heavily mature forest well inside of the floodplain. It is constantly soggy and debris collect here. Much of the trail remains wet during wet spells. There are all sorts of ticks, fleas, snakes and other dangerous vermin and insects. In addition, plenty of trees and limbs are dead. Instead of implicitly implying the HOA is responsible for such things, let people explore the forest on their own at their own risk. It is relatively walkable anyway, and in certain locations people do seem to be walking through when it isn't too muddy.

We hope you find our proposal to be understandable and agreeable.

Thanks,
Eaman Fatemi – Member
Pivotal Enterprises, LLC
770-480-1714
efatemi@pivotalhouse.com

EXHIBIT 1
Page 3 of 3



Brush Creek Commons Amenity Package

* Gazebo at entrance of development to serve as a waiting area for school bus pickup
* Sodded Sports Area adjacent to Gazebo
* 1300 Square Foot Clubhouse with Full Kitchen and Fitness Equipment
* Fenced Tot Lot (Ages: 2 – 5) located adjacent to Clubhouse
* Brush Creek Park
  1. Covered Pavilion with Picnic Area and Fireplace
  2. Regulation 60' X 30' Beach Volleyball Court
  3. Regulation 60' X 90' 3 on 3 Soccer Field with Goals
  4. Putting Green with multiple holes and sand trap
  5. Upgraded and Enlarged, commercial quality playground:
     2 Bay, 4 Station Swing Set with Buckets and Belts
     Climbing Station: "Monkey Bars", Ring Climbers, Chin-up Bar, and Balance Beam
     Free Standing Wave Slide with 5' Deck
     2 Commercial Quality Park Benches
  7. Over 1400 Ft. of Walking Trail
  8. Bird Sanctuary with Feeders, Houses, and Benches for observation

RESERVED FOR CLERK OF COURT

SITE INFORMATION

1. SITE ZONING: RM-2 TOWNHOMES

2. TOTAL SITE AREA IS 15.87 ACRES (12.39 AC OPEN SPACE)
TOTAL LENGTH OF BRUSH CREEK COURT: 1064.94 L.F.
TOTAL RIGHT-OF-WAY AREA OF BRUSH CREEK COURT: 1.395 AC

3. TOTAL NUMBER OF LOTS IS 41

4. MAXIMUM BLDG HEIGHT IS THE LESSER OF 45 FEET OR (4) STORIES. (SEE MUNICIPAL CODE SECTION 12.02.0311 FOR THE CITY OF STOCKBRIDGE.)

5. MINIMUM LOT SIZE IS 2160 SQ. FT. (LOT 24 EXCEPTION)

6. MINIMUM LOT WIDTH IS 24' (INTERIOR) (LOT 23 EXCEPTION)

7. SETBACK INFORMATION:
MINIMUM FRONT = 10 FT.
MINIMUM SIDE = 20 FT. BETWEEN BUILDINGS
MINIMUM REAR = 30 FT.
MINIMUM HEATED SPACE = 1,344 AT/TWO-STORY/2 CAR GARAGE
1,600 AT/TWO-STORY/2 CAR GARAGE

8. WIDTH OF TYPICAL ROADWAY IS 26 FT.

9. LOTS SHALL UTILIZE SANITARY SEWER SERVICE.

10. POTABLE WATER SHALL BE PROVIDED BY CITY OF STOCKBRIDGE.

11. SANITARY SEWER SHALL BE PROVIDED BY CITY OF STOCKBRIDGE.

12. ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF 30' BEHIND ANY FUTURE RESIDENCE OR BUILDING.

13. PROPOSED SPEED LIMIT WITHIN DEVELOPMENT IS 25 MPH.

14. A PORTION OF THIS SITE IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 13151C0067D AND 13151C0086D BOTH DATED 10/06/2016, THE LOCATION AND CROSS-SECTIONS OF THE FLOOD AREA IS SCALED HEREON FROM SAID FEMA PANELS.

15. THE UTILITIES SHOWN HEREON ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.

16. A TWENTY-FOOT STORM SEWER AND SANITARY SEWER EASEMENT AS REQUIRED BY THE CITY OF STOCKBRIDGE AND SHOWN ON THE FINAL PLAT.

17. SIDEWALKS REQUIRED BOTH SIDES OF STREET, 4' WIDE & 2' BEHIND CURB AND HANDICAP ACCESSIBLE AT ALL CORNERS. PRIOR TO RELEASE OF 2 YEAR MAINTENANCE BOND ALL SIDEWALKS MUST BE COMPLETE.

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

19. ALL STORM DRAIN PIPES OUTSIDE THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER. IF IT BECOMES NECESSARY FOR THE CITY OF STOCKBRIDGE TO PROVIDE ANY MAINTENANCE OR MAKE ANY REPAIRS TO THE LINE THAT IS AN EXTENSION OF THE STORM DRAIN LINE UNDER THE ROADWAY, TO PROTECT THE ROADWAY OR OTHER PORPERTY UPSTREAM FROM THIS LINE, THE CITY OF STOCKBRIDGE WILL BACK CHARGE THE PROPERTY OWNER FOR ALL EXPENSES INCURRED IN CORRECTING THE DRAINAGE PROBLEM. THE CITY OF STOCKBRIDGE SHALL NOT BE RESPONSIBLE FOR DAMAGE TO ANY IMPROVEMENT ON THIS SITE RESULTING FROM THE REPAIR OF THIS LINE INCLUDING BUT NOT LIMITED TO THE REPLACEMENT OR REPAIR OF CURB AND GUTTER, PAVEMENT OR OTHER INFRASTRUCTURE IMPROVEMENT.

20. HENRY COUNTY MAP 57A
ALL BLOCK 1
PARCEL #'S SAME AS LOT #'S OUT OF PACEL # 0S07-01-006-005
OPEN SPACE T-100
DEVELOPMENT PERMIT NUMBER - 4535

21. DETENTION POND TO BE OWNED BY THE HOMEOWNERS ASSOCIATION.

22. THERE IS A LIVE STREAM ON THIS SITE.

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

24. OPEN SPACE IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

25. DENSITY CALCULATIONS: GROSS DENSITY: 41/15.87 = 2.58 UPA
NET DENSITY: 41/4.952 = 6.28 UPA

SURVEYOR'S NOTES

1. A TOPCON DS 105 (ROBOTIC TOTAL STATION), TOPCON TRAVERSING EQUIPMENT, A 200 FOOT TAPE, AND SPECTRA PRECISION SP80 VRS GPS EQUIPMENT WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.

2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE PRECISION OF ONE FOOT IN 18,663 FEET, AND AN ANGULAR ERROR OF 09 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,323,092 FEET.

4. NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.

5. THE SOURCE OF VERTICAL DATUM IS EGPS VRS CORS NETWORK.

6. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)). THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

7. THE FIRM OF SEILER & ASSOCIATES, INC DOES NOT CERTIFY TO THE CORRECTNESS OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN HEREON. CONTACT THE UTILITY PROTECTION CENTER (800-282-7411) PRIOR TO ANY DIGGING.

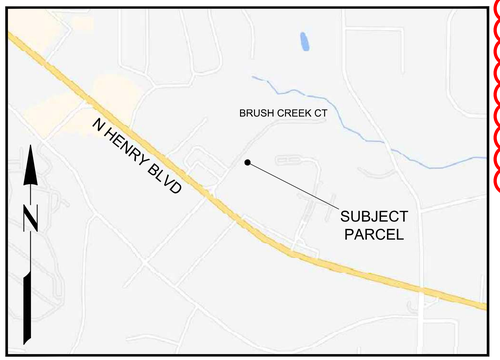
8. MFFE'S REFERENCED TO THIS NOTE ARE SHOWN AS THEY WERE PROVIDED TO THIS OFFICE BY POINT TO POINT LAND SURVEYORS, INC. THE FIRM OF SEILER & ASSOCIATES, INC HAS MADE NO INDEPENDENT STUDY OF MINIMUM FINISHED FLOOR ELEVATIONS OR THE OVERALL DRAINAGE SYSTEM OF BRUSH CREEK COMMONS.

9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHT'S OF WAY NOT SHOWN HEREON.

SURVEYOR'S REFERENCES

1. FINAL PLAT FOR BRUSH CREEK COMMONS PREPARED BY POINT TO POINT LAND SURVEYORS DATED JANUARY 29, 2018.
2. APPROVED SITE DEVELOPMENT PLANS FOR BRUSH CREEK COMMONS BY LAND ENGINEERING AND DEVELOPMENT DATED JANUARY 25, 2005 (LAST REVISED 3-17-06).

FINAL SUBDIVISION PLAT FOR
BRUSH CREEK COMMONS
LAND LOTS 59 & 70, 12TH DISTRICT CITY OF STOCKBRIDGE (HENRY COUNTY), GEORGIA



VICINITY MAP
NOT TO SCALE

REQUESTING CHANGE TO AMENITIES. REFER TO LETTER OF INTENT FOR REASONING.

1) CLUB HOUSE WITH FURNISHED KITCHEN
2) COVERED PAVILLION
3) GRILLS AND BENCHES FOR NEXT TO COVERED PAVILLION
4) PUTTING GREEN
5) PLAYGROUND
6) BIRDWATCHING STATION
7) GYM/WORKOUT SPACE

GAZEBO & MONUMENT SIGN TO REMAIN AS WELL.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

12-3-21

KEITH R. SEILER DATE
GEORGIA REGISTRATION NO. 2388
MEMBER NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS)
MEMBER SURVEYING & MAPPING SOCIETY OF GEORGIA (SAMSOG)

SUBJECT PROPERTY

OWNER:
PIVOTAL ENTERPRISES, LLC
1705 ENTERPRISE WAY
SUITE E-100
MARIETTA, GA. 30067

ENGINEER OF RECORD:
LAND ENGINEERING AND DEVELOPMENT
374 RACETRACK ROAD
MCDONOUGH, GA 30252
678-432-5720

SURVEYOR:
SEILER & ASSOCIATES, INC.
124 ANDREW DRIVE, SUITE 200
STOCKBRIDGE, GA. 30281
678-565-9200

ZONING CONDITIONS (CASE # RZ-03-04)

ZONING REQUIREMENTS OF PROPERTY (REFER TO THE DEVELOPMENT AGREEMENT DATED DECEMBER 13, 2004.) AMENDMENT AUGUST 13, 2007. THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT IS CONDITIONAL UPON THE CITY REZONING THE PROPERTY TO THE ZONING CLASSIFICATION AS FOLLOWS:

A. REZONING, THE PROPERTY DESCRIBED IN EXHIBIT "A" FOR A TOTAL OF 15.96 ACRES, MORE OR LESS, SHALL BE REZONED FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-2) TO MULTI-FAMILY RESIDENCE DISTRICT (RM-2 TOWNHOUSES), PROJECT NOT EXCEED 41 UNITS TOTAL.
B. REQUIREMENTS GENERALLY. OWNER SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND CONDITIONS OF THE ZONING ORDINANCE, EXCEPT WHERE SPECIFICALLY EXCLUDED HEREIN. IN THE DEVELOPMENT OF THE PROPERTY INCLUDING THOSE EXPRESSED HEREIN. FOR SPECIFIC REFERENCE, RM ORDINANCE NUMBER 03-60, EFFECTIVE ON MARCH 10, 2003, SHALL APPLY AND IS ATTACHED HERETO AS EXHIBIT "D" AND INCORPORATED HEREIN BY REFERENCE. IN ADDITION TO SAID ORDINANCES, THE CONDITION CONTAINED IN THIS AGREEMENT SHALL APPLY. IF THERE IS A CONFLICT BETWEEN THE ZONING ORDINANCES AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT
C. DEVELOPMENT CONDITIONS.

1. THE FOLLOWING CONDITIONS SHALL APPLY TO THE PROPERTY.

A. REVISE SITE PLAN TO ADHERE TO ALL CITY OF STOCKBRIDGE RM-2 ORDINANCE REQUIREMENTS. (NOTE THAT APPROVAL OF THIS REZONING IS NOT AN APPROVAL OF THE SITE PLAN SUBMITTED.).
B. MAXIMUM BUILDING HEIGHT SHALL BE SHOWN ON THE SITE PLAN (THE LESSER OF (45 FEET OR (4) STORIES. SEE MUNICIPAL CODE SECTION 12.02.0311 FOR THE ITY OF STOCKBRIDGE).
C. ALL TOWNHOUSES SHALL HAVE A MIXTURE OF FRONT FACADE CONSISTING OF COVERED ENTRYWAY, PORCHES, BAY WINDOWS AND BALCONIES. GARAGES SHALL BE ACCENTUATED WITH VARIATIONS OF DESIGN PORTICOS.
D. OWNER SHALL SUBMIT ELEVATIONS OF BUILDINGS TO BE APPROVED BY THE CITY. NOTE, HOWEVER, THAT THE CITY MAY APPROVE ELEVATIONS IF IT DETERMINES THAT WAITING FOR STAFF'S REVIEW HAS UNREASONABLY DELAYED OWNER.
E. EACH UNIT ELEVATION PER BUILDING SHALL BE SEPARATE AND DISTINCT FROM THE OTHER AND SHALL INCLUDE VARIATIONS IN ROOFLINES WHICH MAY BE ACCOMPLISHED WITH THE USE OF DORMERS, GABLES AND/OR FIREPLACES.
F. ALL EXTERIOR FACADES SHALL CONSIST OF BRICK AND/OR STONE. THE CORNICES AND GABLES SHALL CONSIST OF STUCCO, STONE AND/OR HARDI-PLANK.
G. OWNER SHALL INSTALL STREET TREES ALONG ALL STREETS TO BE PLACED BETWEEN THE SIDEWALK AND THE FRONT PROPERTY LINES, HAVE A MINIMUM TWO AND ONE-HALF INCH (2.5") CALIBER (D.B.H.), SHALL HAVE A MINIMUM TWENTY-FOUR FOOT (24 SQ.FT.) PLANTING AREA AND SHALL BE SPACED AN AVERAGE OF FORTY-FIVE FEET (45) APART. OWNER SHALL PROVIDE A LIST OF TEN (10) TREES TO BE PROVIDED AND SUBJECT TO MODIFICATION BY THE CITY.
H. A STREET SCAPING PLAN SHALL BE SUBMITTED TO HENRY COUNTY PLANNING AND ZONING STAFF FOR COMMENTS AND APPROVED BY THE CITY TO INCLUDE SIDEWALKS. STREET TREES, LANDSCAPING, STREET LIGHTING AND STREET FURNITURE. NOTE, HOWEVER, THAT THE CITY MAY APPROVE THE STREET SCAPE PLAN IF IT DETERMINES THAT WAITING FOR STAFF'S REVIEW HAS UNREASONABLY DELAYED OWNER.
I. ANY FLOOD PLAIN ALTERATION BE SUPPORTED BY A CERTIFIED ENGINEER AT THE PLAN REVIEW STAGE.
J. THE APPLICANT SHALL SUBMIT, TO THE CITY CLERK AND CITY ATTORNEY, AN UPDATED LEGAL DESCRIPTION AND PLAT, CERTIFIED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF GEORGIA, OF THE PROPERTY.
K. OWNER SHALL NOT CONSTRUCT AN ENTRANCE OR EXIT ONTO SHIELDS DRIVE FOR ACCESS TO THE PROJECT.
L. OWNER SHALL MAINTAIN A TWO HUNDRED FOOT (200') BUFFER BETWEEN THE PROJECT AND SHIELDS DRIVE. AN EXEMPTION TO THIS CONDITION SHALL AUTOMATICALLY ARISE SHOULD THE CITY COUNCIL APPROVE A REZONING OF SAID BUFFER AREA TO A SINGLE FAMILY DETACHED RESIDENTIAL ZONING CLASSIFICATION. M. THIS REZONING APPLIES TO ONLY THE PROPERTY AND SHALL NOT BE CONSTRUED AS APPLYING TO THE AREAS ZONED COMMERCIAL ADJACENT TO THE PROPERTY.
N. AMENITIES SHALL CONSIST OF: - 1,300 SQUARE FOOT CLUB HOUSE WITH FULL KITCHEN AND FITNESS EQUIPMENT; - TWO (2) SEPARATE AGE-SPECIFIC PLAYGROUNDS: A FENCED TOT LOT ADJACENT TO THE CLUB HOUSE AND ANOTHER PLAYGROUND FOR OLDER CHILDREN LOCATED NEARBY TO THE PAVILLION; - COVERED PAVILION WITH FIREPLACE; - VOLLEYBALL COURT; - PUTTING GREEN; - REGULATION 60' X 90' SOCCER FIELD; - WALKING TRAILS AT LEAST FOURTEEN HUNDRED FEET (1,400') IN LENGTH AND THREE FEET (3') IN WIDTH; - BIRD SANCTUARY INCLUDING A VARIETY OF BIRD FEEDERS AND BIRD HOUSES WITH BENCHES FOR OBSERVATION; - GAZEBO AT ENTRANCE OF DEVELOPMENT TO SERVE AS A WAITING AREA FOR SCHOOL BUS PICK-UP; AND - OWNER SHALL BE BOUND BY THE AMENITY REPRESENTATIONS MADE IN ITS OCTOBER 7, 2004 PROPOSED SITE PLAN ATTACHED HERETO AS EXHIBIT "A", SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

VARIANCES
A. THE MAXIMUM UNITS PER BUILDING MAY INCREASE FROM FIVE (5) UNITS TO SIX (6) UNITS PER BUILDING.
B. THE MINIMUM DISTANCE BETWEEN BUILDINGS MAY BE REDUCED FROM FORTY FEET (40') TO TWENTY FEET (20').
C. REDUCTION IN BUFFER FROM THIRTY FEET (30') TO TEN FEET (10') ALONG THE PROPOSED ENTRANCE AND BETWEEN THE PROPOSED LOCATION OF THE FIRST BUILDING FROM THE ENTRANCE AND THE PROPERTY LINE AS DEPICTED IN THE PROPOSED SITE PLAN INCLUDED IN OWNER'S OCTOBER 7, 2004 PROPOSAL ATTACHED HERETO AS EXHIBIT "A", SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.
D. INDIVIDUAL RESIDENTIAL GARBAGE PICK-UP MAY BE PERMITTED.
E. THE FRONT SETBACK REQUIREMENTS FOR THE BUILDINGS ARE HERE BY REDUCED TO 10 FEET.

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE DATE
HENRY COUNTY BOARD OF COMMISSIONERS

OWNERS CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT 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 PURPOSE(S) THEREIN EXPRESSED.

OWNER - TH41 LLC & TARZANNA PROP LLC DATE

FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANELS: ***1351C0086D & 1351C0067D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 59 AND 70 OF THE 12TH LAND DISTRICT, CITY OF STOCKBRIDGE, HENRY COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA"); AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF SHIELDS ROAD (60' RIGHT-OF-WAY) AND THE LINE COMMON TO LAND LOTS 59 AND 70;

THENCE LEAVING THE WESTERN RIGHT-OF-WAY LINE OF SHIELDS ROAD AND RUNNING ALONG SAID LINE COMMON TO LAND LOTS 59 AND 70, NORTH 89°25'38" WEST, 1029.39 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE CONTINUING ALONG SAID LINE COMMON TO LAND LOTS 59 AND 70, NORTH 89°21'00" WEST, 66.90 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE LEAVING SAID LINE COMMON TO LAND LOTS 59 AND 70 AND RUNNING, SOUTH 46°31'16" WEST, 186.75 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE 16.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (SAID CURVE HAVING A RADIUS OF 125.00 FEET AND A CHORD OF SOUTH 42°38'52" WEST, 16.89 FEET) TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE SOUTH 38°46'26" WEST, 193.44 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE NORTH 50°27'40" WEST, 21.45 FEET TO A POINT;

THENCE SOUTH 38°53'14" WEST, 33.50 FEET TO A POINT;

THENCE NORTH 51°11'30" WEST, 460.31 FEET TO A POINT;

THENCE NORTH 44°18'48" EAST, 34.28 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE SOUTH 51°16'49" EAST, 360.00 FEET TO A REBAR & SURVEYOR'S CAP FOUND;

THENCE NORTH 38°34'50" EAST, 359.93 FEET TO A REBAR & SURVEYOR'S CAP FOUND (STAMPED "COA 613");

THENCE NORTH 51°33'35" WEST, 325.00 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE NORTH 44°10'39" EAST, 267.71 FEET TO A ½" OPEN TOP PIPE FOUND;

THENCE NORTH 03°29'22" WEST, 113.61 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE NORTH 89°59'58" EAST, 280.93 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE SOUTH 10°43'48" WEST, 45.67 FEET TO A 1/2" REBAR & SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF #390 GEORGIA");

THENCE SOUTH 89°47'27" EAST, 195.32 FEET TO A 3/8" REBAR FOUND;

THENCE NORTH 89°51'21" EAST, 499.19 FEET TO A 3/8" REBAR FOUND ON THE WESTERN RIGHT-OF-WAY LINE OF SHIELDS ROAD;

THENCE ALONG THE WESTERN RIGHT-OF-WAY LINE OF SHIELDS ROAD, SOUTH 26°27'31" EAST, 118.43 FEET TO A POINT;

THENCE CONTINUING ALONG THE WESTERN RIGHT-OF-WAY LINE OF SHIELDS ROAD, 82.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1308.95 FEET AND A CHORD OF SOUTH 31°24'37" EAST, 82.68 FEET) TO A POINT;

THENCE CONTINUING ALONG THE WESTERN RIGHT-OF-WAY LINE OF SHIELDS ROAD, 306.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 12398.91 FEET AND A CHORD OF SOUTH 33°29'29" EAST, 306.52 FEET TO A POINT;

THENCE CONTINUING ALONG THE WESTERN RIGHT-OF-WAY LINE OF SHIELDS ROAD, SOUTH 34°46'51" EAST, 130.26 FEET TO THE ***POINT OF BEGINNING.***

SAID TRACT OR PARCEL OF LAND CONTAINING 15.8695 ACRES (691,276 SQUARE FEET).

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SEILER & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
124 ANDREW DRIVE • STOCKBRIDGE • GA. 30281 • 678-565-9200 • LSF #390
FIND US ON THE WEB AT WWW.SEILERASSOC.COM

FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED KEITH R. SEILER 2388 PROFESSIONAL LAND SURVEYOR
12-3-21

NO.	DESCRIPTION	DATE	BY	APPR.
	REVISIONS			

DATE: DECEMBER 3, 2021
SCALE: HORIZ: 1" = 60'
VERT.: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
LAND LOT(S): 59 & 70
DISTRICT: 12 TH
SECTION: N/A
COUNTY: HENRY (CITY OF STOCKBRIDGE)
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

SHEET 1 OF 9

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RESERVED FOR CLERK OF COURT

GRAPHIC SCALE: 1" = 60'

REMOVE SOCCER FIELD
REMOVE VOLLEYBALL COURT
REMOVE WALKING TRAIL
REMOVE PARKING SPACES
REMOVE WOODEN BRIDGES

BIRD SANCTUARY MOVES TO NEW LOCATION TBD NEAR TO BRUSH CREEK BUT ON THE OTHER SIDE TO IMPROVE ACCESS.

REDUCE FROM 2 TO 1 PLAYGROUND. PUTTING GREEN IN THIS GENERAL LOCATION AS WELL.

KEEP CLUB-HOUSE

KEEP PAVILLION

KEEP GAZEBO
KEEP MONUMENT SIGN

SIDEWALK STUBOUT FOR FUTURE INTERCONNECTIVITY TO NEIGHBORING LOT.

SIDEWALK LOCATION AND DIMENSIONS ARE NOT EXACT.

SIDEWALK EXTENDS AND INTERCONNECTS TO NEIGHBORING DEVELOPED COMMERCIAL SPACES.

SIDEWALK LOCATION AND DIMENSIONS ARE NOT EXACT.

GRID NORTH
NAD 83 (2011)
GA WEST ZONE

TOTAL AREA:
15.8695 ACRES
(691,276 SQ.FT.)

BRUSH CREEK CT. (50' R/W)

SHIELDS ROAD 60' R/W

NORTH HENRY PARKWAY
S.R. 42/138
(R/W VARIES)

N/F STOCKBRIDGE MHC LLC
TAX PARCEL # 506-01005000
DEED BOOK 15249 PAGE 172

N/F WANG SAKEN C/O GUARDIAN PROPERTY MGMT
TAX PARCEL # S11-05004000
DEED BOOK 14899 PAGE 1

N/F NAGEL HOLDINGS LLC
TAX PARCEL # S07-01005000
DEED BOOK 7620 PAGE 164

N/F NAGEL HOLDINGS LLC
TAX PARCEL # S07-01006004
DEED BOOK 7620 PAGE 164

N/F PIVOTAL ENTERPRISES, LLC
TAX PARCEL # S07-01006005
DEED BOOK 18078 PAGE 137-143

N/F PIVOTAL ENTERPRISES, LLC
TAX PARCEL # S07-01006000
DEED BOOK 18078 PAGE 137-143

N/F THOMAS SAM ET AL
C/O QUICK TRIP CORP
TAX PARCEL # S07-01006001
DEED BOOK 3696 PAGE 325

N/F YOM JOHN
TAX PARCEL # S07-01006003
DEED BOOK 14867 PAGE 158

N/F 13 OLIVIA HOLDINGS LLC
TAX PARCEL # S12-01012000
DEED BOOK 15322 PAGE 79

N/F DARLENE BREWSTER-CLARK & FREDDIE CLARK
TAX PARCEL # S11-05002000
DEED BOOK 8144 PAGE 121

PROPERTY LINE PER PB 10 PG 2

PROPERTY LINE PER DB 15249 PG 172

AREA OF DEED OVERLAP (169 SQ. FT.)

AREA OF DEED OVERLAP

PROPERTY LINE PER DEED BOOK 15322 PG 79 & DEED BOOK 8144 PG. 121 (OVERLAPS SURVEYED LOCATION OF LAND LOT LINE)

PROPERTY LINE IS LAND LOT LINE PER DEED BOOK 5641 PG 347 AND DEED BOOK 2111 PG 134

PROPERTY LINE PER DEED BOOK 15322 PG 79 & DEED BOOK 8144 PG. 121 (OVERLAPS SURVEYED LOCATION OF LAND LOT LINE)

APPROX. LOCATION LAND LOT LINE

APPROX LAND LOT LINE

N89°59'58"E 280.93'
S10°43'48"W 45.67'
S89°47'27"E 195.32'
N89°51'21"E 499.19'
N89°25'38"W 1029.39'
N89°21'00"W 66.90'
N44°18'48"E 34.28'
S51°16'42"E 360.00'
N51°11'30"W 360.00'
N00°22'20"W 1,191.19'
N44°10'38"E 287.71'
N51°33'35"W 325.00'
N38°34'40"E 460.31'
S46°27'16"W 186.45'
S38°53'14"W 33.50'
N50°27'40"W 21.45'
S53°46'28"W 193.44'
S44°45'51"E 130.27'

ARC= 118.53'
RAD.= 877.59'
CHD.= S26°27'31"E
118.43'

ARC= 82.69'
RAD.= 1,308.95'
CHD.= S31°24'37"E
82.68'

ARC= 306.53'
RAD.= 12,398.91'
CHD.= S33°29'29"E
306.52'

ARC= 16.90'
RAD.= 125.00'
CHD.= S42°38'52"W
16.89'

30' PLANTED BUFFER
25' UNDISTURBED STREAM BUFFER
200' BUFFER
20' ACCESS ESMT.
24' ACCESS ESMT.
15' NO ACCESS EASEMENT
PROPOSED WALKING TRAIL
PROPOSED BIRD SANCTUARY
PROPOSED PARKING SPACES (2 PARALLEL & 1 HC)
PROPOSED GAZEBO
PROPOSED MONUMENT SIGN
PROPOSED CLUB HOUSE
PROPOSED SOCCER FIELD
PROPOSED VOLLEY BALL COURT
PROPOSED TOT LOT
PROPOSED 5' SIDEWALK
PROPOSED TEMP. EXPANSION TO TOTAL 40' EASEMENT
PROP. 20' SEWER EASEMENT SHIFT
PROP. ESMT. EXPANSION
C/A BRUSH CREEK
C/A EL BRANCH
C/A CREEK
WOODEN BRIDGE
BARBED WIRE FENCE
CHAIN LINK FENCE
APPARENT FENCE ENCROACHMENT
1" OPEN TOP PIPE 21.11' NORTH OF L.L.L.
1/2" REBAR FD., 0.66' WEST
1/2" OPEN TOP PIPE FOUND & USED
REBAR & SURVEYOR'S CAP FOUND & USED (STAMPED "COA 613")
REBAR & SURVEYOR'S CAP FD. & USED
1/2" REBAR & FOUND & USED
3/8" REBAR FOUND & USED
P.O.B.

MFE: 790.5 / FFE: 793
MFE: 789.3 / FFE: 791
MFE: 788 / FFE: 789
MFE: 789 / FFE: 791
MFE: 788 / FFE: 789

LEGEND

- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- LIGHT POLE (LP)
- POWER POLE (PP)
- ELECTRIC TRANSFORMER (XFMR)
- TELEPHONE PEDESTAL (TP)
- ELECTRIC METER (EM)
- CABLE TV PEDESTAL (CTV)
- DOUBLE WING CATCH BASIN (DWCB)
- SINGLE WING CATCH BASIN (SWCB)
- DROP INLET (DI)
- SANITARY SEWER MANHOLE (SSMH)
- JUNCTION BOX (JB)
- SANITARY SEWER LATERAL (LAT)
- COMMUNICATIONS STUB (COMM)
- COMMUNICATIONS BOX
- TRANSFORMER (XFMR)
- ELECTRIC STUB

N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PG. = PAGE
FD. = FOUND
MEAS. = MEASURED
REC. = RECORD
CALC. = CALCULATED
P/L = PROPERTY LINE
C/L = CENTERLINE
CONC. = CONCRETE
CHD. = CHORD
PVMT = PAVEMENT
MS = METAL SIGN
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
BSL = BUILDING SETBACK LINE
UE = UTILITY EASEMENT
CO = SANITARY SEWER CLEANOUT
C.M.F. = CONCRETE MONUMENT
R/W = RIGHT-OF-WAY
SS —— = SANITARY SEWER LINE

SURVEYOR'S REFERENCES

1. FINAL PLAT FOR BRUSH CREEK COMMONS PREPARED BY POINT TO POINT LAND SURVEYORS DATED JANUARY 29, 2018.
2. APPROVED SITE DEVELOPMENT PLANS FOR BRUSH CREEK COMMONS BY LAND ENGINEERING AND DEVELOPMENT DATED JANUARY 25, 2005 (LAST REVISED 3-17-06).

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE — DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION — DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE — DATE
HENRY COUNTY BOARD OF COMMISSIONERS

SURVEYOR'S NOTES

1. A TOPCON DS 105 (ROBOTIC TOTAL STATION), TOPCON TRAVERSING EQUIPMENT, A 200 FOOT TAPE, AND SPECTRA PRECISION SP80 VRS GPS EQUIPMENT WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE PRECISION OF ONE FOOT IN 18,663 FEET, AND AN ANGULAR ERROR OF 09 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,323,092 FEET.
4. NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. THE SOURCE OF VERTICAL DATUM IS EGPS VRS CORS NETWORK.
6. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)). THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
7. THE FIRM OF SEILER & ASSOCIATES, INC DOES NOT CERTIFY TO THE CORRECTNESS OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN HEREON. CONTACT THE UTILITY PROTECTION CENTER (800-282-7411) PRIOR TO ANY DIGGING.
8. MFFE'S REFERENCED TO THIS NOTE ARE SHOWN AS THEY WERE PROVIDED TO THIS OFFICE BY POINT TO POINT LAND SURVEYORS, INC. THE FIRM OF SEILER & ASSOCIATES, INC HAS MADE NO INDEPENDENT STUDY OF MINIMUM FINISHED FLOOR ELEVATIONS OR THE OVERALL DRAINAGE SYSTEM OF BRUSH CREEK COMMONS.
9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANELS: ***1351C0086D & 1351C0067D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

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THESE DRAWINGS AND THE REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

SEILER & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
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FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED 2350 PROFESSIONAL LAND SURVEYOR KEITH SEILER
12-3-21

NO.	REVISIONS DESCRIPTION	DATE	BY	APPR.

DATE: DECEMBER 3, 2021
SCALE: HORIZ. 1" = 60'
VERT.: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
LAND LOT: 506, 507, & 570
DISTRICT: 12 TH
SECTION: N/A
COUNTY: HENRY (CITY OF STOCKBRIDGE)
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

SHEET 2 OF 9

C:\Users\KW\Seiler & Associates, Inc\Seiler & Associates, Inc - Team Site - Documents\Projects\Land Projects (PA's)\2022\Jobs\20022-500-001 (dwg, 12, BW, Dec 03, 2021 - 11:48:18am)

N89°51'21"E 499.19'

MATCHLINE SHEET 3

MATCHLINE SHEET 2

EX. 20' SEWER EASEMENT

PROP. 20' SEWER EASEMENT SHIFT

PROPOSED TEMP. EXPANSION TO TOTAL 40' EASEMENT

ARC= 118.52'
RAD.= 877.59'
CHD.= S26°27'31"E
118.43'

25' UNDISTURBED STREAM BUFFER

C/L EX. BRANCH

PROPOSED BIRD SANCTUARY

CROSS SECTION BFE=780

200' BUFFER

1% ANNUAL CHANCE FLOOD

WOODEN BRIDGE

N/F
PIVOTAL ENTERPRISES, LLC
TAX PARCEL #
S07-01006005
DEED BOOK 18078 PAGE 137-143

OPEN SPACE:
12.3905 ACRES
(539,729 SQ.FT.)

ARC= 82.69'
RAD.= 1,308.95'
CHD.= S31°24'37"E
82.68'

REGULATORY FLOODWAY

WOODEN BRIDGE

C/L BRUSH CREEK

25' UNDISTURBED STREAM BUFFER

CROSS SECTION BFE=774.1

REMOVE SOCCER FIELD
REMOVE VOLLEYBALL COURT
REMOVE WALKING TRAIL
REMOVE PARKING SPACES
REMOVE WOODEN BRIDGES

BIRD SANCTUARY MOVES TO NEW LOCATION TBD NEAR TO BRUSH CREEK BUT ON THE OTHER SIDE TO IMPROVE ACCESS.

PROPOSED WALKING TRAIL

PROPOSED PARKING SPACES (2 REG & 1 HC)

PROPOSED 60X90 SOCCER FIELD

PROPOSED VOLLEYBALL COURT

15' NO ACCESS EASEMENT

GRID NORTH
NAD 83 (2011)
GA WEST ZONE

PRIVATE ALLEY WAY

S89°17'56"E 144.00'

S89°17'56"E 116.00'

20' S.S.E.

20' ACCESS EASEMENT

10' BSL

5' UE

55' RADIUS

BRUSH CREEK COURT (50' R/W)

S89°17'56"E 402.77'

399.75'

5' UTILITY EASEMENT

WATER QUALITY UNIT

20' ACCESS ESMT.

PRIVATE ALLEY WAY

N89°17'56"W 144.00'

30' PLANTED BUFFER

SHIELDS ROAD 60' R/W

ARC= 306.53'
RAD.= 12,398.91'
CHD.= S33°29'29"E
306.52'

S34°46'51"E 130.27'

1% ANNUAL CHANCE FLOOD

REGULATORY FLOODWAY

25' UNDISTURBED STREAM BUFFER

C/L CREEK

BARBED WIRE FENCE

L.L. 70

L.L. 59

APPROX. LOCATION LAND LOT LINE

P.O.B.

IPS

N89°25'38"W 1029.39'

PROPERTY LINE PER DEED BOOK 15322 PG 79 & DEED BOOK 8144 PG. 121 (OVERLAPS SURVEYED LOCATION OF LAND LOT LINE)

N/F
13 OLIVIA HOLDINGS LLC
TAX PARCEL #
S12-01012000
DEED BOOK 15322 PAGE 79

PROPERTY LINE IS LAND LOT LINE PER DEED BOOK 5641 PG 347 AND DEED BOOK 2111 PG 134

PROPERTY LINE PER DEED BOOK 15322 PG 79 & DEED BOOK 8144 PG. 121 (OVERLAPS SURVEYED LOCATION OF LAND LOT LINE)

N/F
DARLENE BREWSTER-CLARK & FREDDIE CLARK
TAX PARCEL #
S11-05002000
DEED BOOK 8144 PAGE 121

GRAPHIC SCALE: 1" = 30'

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FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANELS: ***1351C0086D & 1351C0067D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE DATE
HENRY COUNTY BOARD OF COMMISSIONERS

RESERVED FOR CLERK OF COURT

SURVEYOR'S NOTES

1. A TOPCON DS 105 (ROBOTIC TOTAL STATION), TOPCON TRAVERSING EQUIPMENT, A 200 FOOT TAPE, AND SPECTRA PRECISION SP80 VRS GPS EQUIPMENT WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE PRECISION OF ONE FOOT IN 18,663 FEET, AND AN ANGULAR ERROR OF 09 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,323,092 FEET.
4. NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. THE SOURCE OF VERTICAL DATUM IS EGPS VRS CORS NETWORK.
6. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)). THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
7. THE FIRM OF SEILER & ASSOCIATES, INC DOES NOT CERTIFY TO THE CORRECTNESS OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN HEREON. CONTACT THE UTILITY PROTECTION CENTER (800-282-7411) PRIOR TO ANY DIGGING.
8. MFFE'S REFERENCED TO THIS NOTE ARE SHOWN AS THEY WERE PROVIDED TO THIS OFFICE BY POINT TO POINT LAND SURVEYORS, INC. THE FIRM OF SEILER & ASSOCIATES, INC HAS MADE NO INDEPENDENT STUDY OF MINIMUM FINISHED FLOOR ELEVATIONS OR THE OVERALL DRAINAGE SYSTEM OF BRUSH CREEK COMMONS.
9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHT'S OF WAY NOT SHOWN HEREON.

SURVEYOR'S REFERENCES

1. FINAL PLAT FOR BRUSH CREEK COMMONS PREPARED BY POINT TO POINT LAND SURVEYORS DATED JANUARY 29, 2018.
2. APPROVED SITE DEVELOPMENT PLANS FOR BRUSH CREEK COMMONS BY LAND ENGINEERING AND DEVELOPMENT DATED JANUARY 25, 2005 (LAST REVISED 3-17-06).

SEE LINE/CURVE TABLE ON SHEET 4

LEGEND

- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- LIGHT POLE (LP)
- POWER POLE (PP)
- ELECTRIC TRANSFORMER (XFMR)
- TELEPHONE PEDESTAL (TP)
- ELECTRIC METER (EM)
- CABLE TV PEDESTAL (CTV)
- DOUBLE WING CATCH BASIN (DWCB)
- SINGLE WING CATCH BASIN (SWCB)
- DROP INLET (DI)
- SANITARY SEWER MANHOLE (SSMH)
- JUNCTION BOX (JB)
- SANITARY SEWER LATERAL (LAT)
- COMMUNICATIONS STUB (COMM)
- COMMUNICATIONS BOX
- TRANSFORMER (XFMR)
- ELECTRIC STUB

N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PG. = PAGE
FD. = FOUND
MEAS. = MEASURED
REC. = RECORD
CALC. = CALCULATED
P/L = PROPERTY LINE
C/L = CENTERLINE
CONC. = CONCRETE
CHD. = CHORD
PVMT = PAVEMENT
MS = METAL SIGN
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
BSL = BUILDING SETBACK LINE
UE = UTILITY EASEMENT
CO = SANITARY SEWER CLEANOUT
C.M.F. = CONCRETE MONUMENT
R/W = RIGHT-OF-WAY

SS —— = SANITARY SEWER LINE

SEILER & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
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FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED 2358 PROFESSIONAL LAND SURVEYOR
12-3-21

NO.	DESCRIPTION	DATE	BY	APPR.
	REVISIONS			

DATE: DECEMBER 3, 2021
SCALE: HORIZ: 1" = 30'
VERT: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
DISTRICT: 12 3H
SECTION: N/A
COUNTY: HENRY (CITY OF STOCKBRIDGE)
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

SHEET 3 OF 9

C:\Users\bill\Seiler & Associates Inc\Seiler & Associates Inc Team Site - Documents\Clients\Land Projects\P\P20022\dwg\20022-500-001-1.dwg, 3, Bill, Dec 03, 2021 - 11:49:29am

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE DATE
HENRY COUNTY BOARD OF COMMISSIONERS

RESERVED FOR CLERK OF COURT

FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANELS: ***1351C0086D & 1351C0067D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

30' 0 30' 60' 90' 120'
GRAPHIC SCALE: 1" = 30'

LEGEND

- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- LIGHT POLE (LP)
- POWER POLE (PP)
- ELECTRIC TRANSFORMER (XFMR)
- TELEPHONE PEDESTAL (TP)
- ELECTRIC METER (EM)
- CABLE TV PEDESTAL (CTV)
- DOUBLE WING CATCH BASIN (DWCB)
- SINGLE WING CATCH BASIN (SWCB)
- DROP INLET (DI)
- SANITARY SEWER MANHOLE (SSMH)
- JUNCTION BOX (JB)
- SANITARY SEWER LATERAL (LAT)
- COMMUNICATIONS STUB (COMM)
- COMMUNICATIONS BOX
- TRANSFORMER (XFMR)
- ELECTRIC STUB

N/F = NOW OR FORMERLY
DB = DEED BOOK
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S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
BSL = BUILDING SETBACK LINE
UE = UTILITY EASEMENT
CO = SANITARY SEWER CLEANOUT
C.M.F. = CONCRETE MONUMENT
R/W = RIGHT-OF-WAY
SS = SANITARY SEWER LINE

GRID NORTH
NAD 83 (2011)
GA WEST ZONE

N/F
NAGEL HOLDINGS LLC
TAX PARCEL #
S07-01005000
DEED BOOK 7620 PAGE 164

N89°59'58"E 280.93'
S10°43'48"W 45.67'
S89°47'27"E 195.32'
N89°51'21"E
N03°29'22"W 113.61'
N44°10'39"E 267.71'
N51°33'35"W 325.00'
N89°21'00"W 66.00'

PROP. ESMT. EXPANSION
PROP. 20' SEWER EASEMENT SHIFT
MAINTENANCE EASEMENT
EX. 20' SEWER EASEMENT
PROP. 20' SEWER EASEMENT SHIFT
PROPOSED TEMP. EXPANSION TO TOTAL 40' EASEMENT
1% ANNUAL CHANCE FLOOD
CROSS SECTION BFE=787
CROSS SECTION BFE=785
CROSS SECTION BFE=783.9
REGULATORY FLOODWAY
25' UNDISTURBED STREAM BUFFER
30' PLANTED BUFFER
20' S.S.E.
20' D.E.
C/L BRUSH CREEK
C/L EX. BRANCH
WANG SAKEN C/
DEED
MATCHLINE SHEET 3
SHEET 2
PROPOSED WALKING TRAIL
WOODEN BRIDGE
WOOD BRID
REMOVE WALKING TRAIL
REMOVE WOODEN BRIDGES
20' ACCESS ESMT.
APPROX. LOCATION OF OUTLET STRUCTURE PER SURVEY REF. #1 (NOT FIELD LOCATED)
APPROX. LOCATION OF HEADWALL & JUNCTION STRUCTURE PER SURVEY REF. #1 (NOT FIELD LOCATED)
DETENTION POND TO BE OWNED BY THE HOMEOWNERS ASSOCIATION
4.5' - APPARENT FENCE ENCROACHMENT
CHAIN LINK FENCE
N/F
NAGEL HOLDINGS LLC
TAX PARCEL #
S07-01006004
DEED BOOK 7620 PAGE 164
REDUCE FROM 2 TO 1 PLAYGROUND. PUTTING GREEN IN THIS GENERAL LOCATION AS WELL.
PROPOSED TOT LOT
PROPOSED PLAYGROUND
PROPOSED CLUB HOUSE
PROPOSED PARKING SPACES (2 PARALLEL)
BRUSH CREEK CT. (50' R/W)
PRIVATE ALLEY WAY
5' UTILITY EASEMENT
APPROX. LAND LOT LINE
LL 70
LL 59

SURVEYOR'S NOTES

1. A TOPCON DS 105 (ROBOTIC TOTAL STATION), TOPCON TRAVERSING EQUIPMENT, A 200 FOOT TAPE, AND SPECTRA PRECISION SP80 VRS GPS EQUIPMENT WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE PRECISION OF ONE FOOT IN 18,663 FEET, AND AN ANGULAR ERROR OF 09 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,323,092 FEET.
4. NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. THE SOURCE OF VERTICAL DATUM IS EGPS VRS CORS NETWORK.
6. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)). THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
7. THE FIRM OF SEILER & ASSOCIATES, INC DOES NOT CERTIFY TO THE CORRECTNESS OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN HEREON. CONTACT THE UTILITY PROTECTION CENTER (800-282-7411) PRIOR TO ANY DIGGING.
8. MFFE'S REFERENCED TO THIS NOTE ARE SHOWN AS THEY WERE PROVIDED TO THIS OFFICE BY POINT TO POINT LAND SURVEYORS, INC, THE FIRM OF SEILER & ASSOCIATES, INC HAS MADE NO INDEPENDENT STUDY OF MINIMUM FINISHED FLOOR ELEVATIONS OR THE OVERALL DRAINAGE SYSTEM OF BRUSH CREEK COMMONS.
9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHT'S OF WAY NOT SHOWN HEREON.

SURVEYOR'S REFERENCES

1. FINAL PLAT FOR BRUSH CREEK COMMONS PREPARED BY POINT TO POINT LAND SURVEYORS DATED JANUARY 29, 2018.
2. APPROVED SITE DEVELOPMENT PLANS FOR BRUSH CREEK COMMONS BY LAND ENGINEERING AND DEVELOPMENT DATED JANUARY 25, 2005 (LAST REVISED 3-17-06).

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FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA
No. 3238
PROFESSIONAL LAND SURVEYOR
KEITH SEILER
12-3-21

NO.	DESCRIPTION	DATE	BY	APPR.
	REVISIONS			

SHEET 4 OF 9
DATE: DECEMBER 3, 2021
SCALE: HORIZ. 1" = 30' VERT.: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
LAND LOT: 59 & 70
DISTRICT: 12TH
SECTION: N/A
COUNTY: HENRY (CITY OF STOCKBRIDGE)
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

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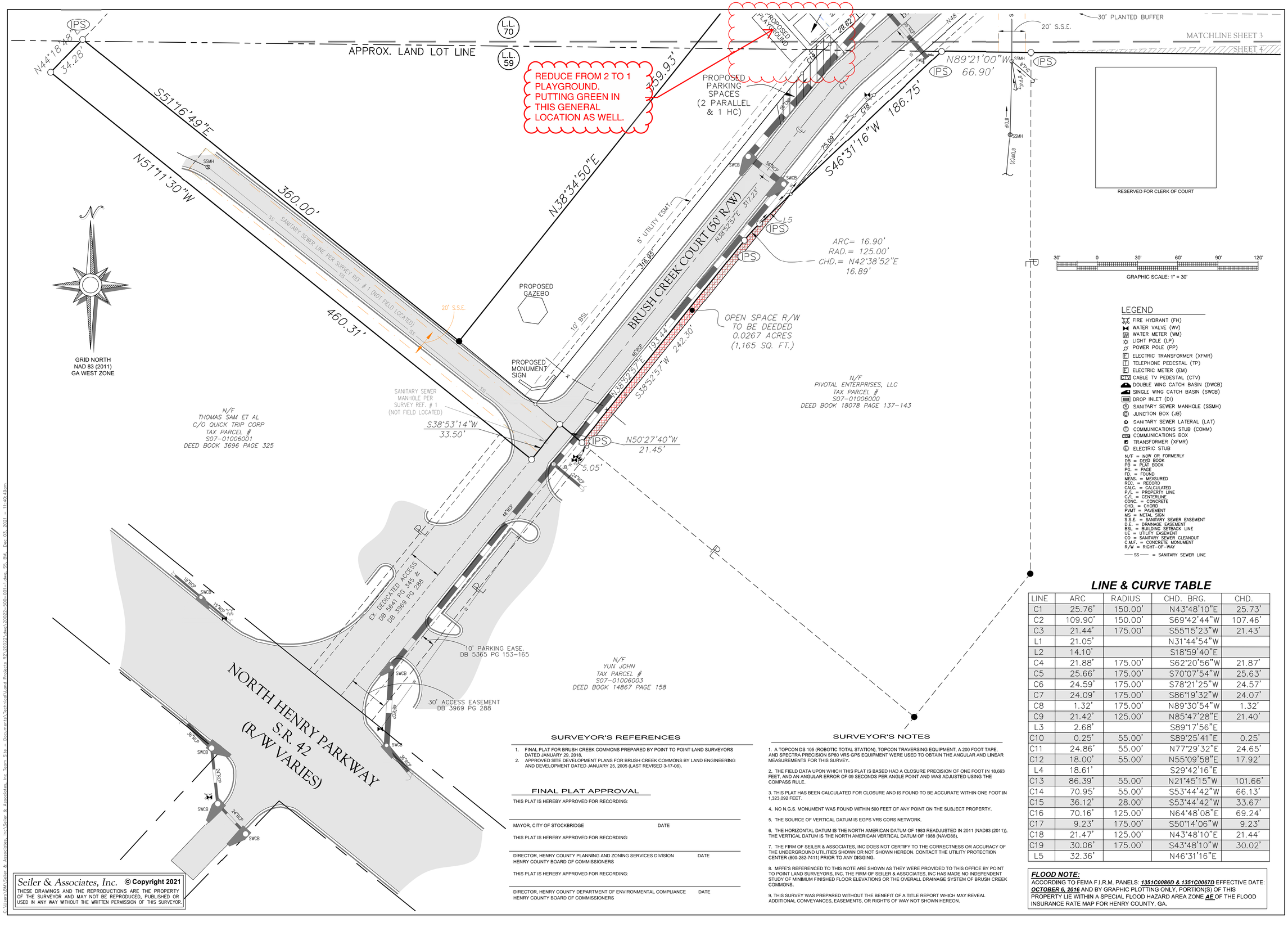

LEGEND

- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- LIGHT POLE (LP)
- POWER POLE (PP)
- ELECTRIC TRANSFORMER (XFMR)
- TELEPHONE PEDESTAL (TP)
- ELECTRIC METER (EM)
- CABLE TV PEDESTAL (CTV)
- DOUBLE WING CATCH BASIN (DWCB)
- SINGLE WING CATCH BASIN (SWCB)
- DROP INLET (DI)
- SANITARY SEWER MANHOLE (SSMH)
- JUNCTION BOX (JB)
- SANITARY SEWER LATERAL (LAT)
- COMMUNICATIONS STUB (COMM)
- COMMUNICATIONS BOX
- TRANSFORMER (XFMR)
- ELECTRIC STUB

N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PG. = PAGE
FD. = FOUND
MEAS. = MEASURED
REC. = RECORD
CALC. = CALCULATED
P/L = PROPERTY LINE
C/L = CENTERLINE
CONC. = CONCRETE
CHD. = CHORD
PVMT = PAVEMENT
MS = METAL SIGN
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
BSL = BUILDING SETBACK LINE
UE = UTILITY EASEMENT
CO = SANITARY SEWER CLEANOUT
C.M.F. = CONCRETE MONUMENT
R/W = RIGHT-OF-WAY
—SS— = SANITARY SEWER LINE

SURVEYOR'S REFERENCES

1. FINAL PLAT FOR BRUSH CREEK COMMONS PREPARED BY POINT TO POINT LAND SURVEYORS DATED JANUARY 29, 2018.
2. APPROVED SITE DEVELOPMENT PLANS FOR BRUSH CREEK COMMONS BY LAND ENGINEERING AND DEVELOPMENT DATED JANUARY 25, 2005 (LAST REVISED 3-17-06).

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE — DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION — DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE — DATE
HENRY COUNTY BOARD OF COMMISSIONERS

SURVEYOR'S NOTES

1. A TOPCON DS 105 (ROBOTIC TOTAL STATION), TOPCON TRAVERSING EQUIPMENT, A 200 FOOT TAPE, AND SPECTRA PRECISION SP80 VRS GPS EQUIPMENT WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE PRECISION OF ONE FOOT IN 18,663 FEET, AND AN ANGULAR ERROR OF 09 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,323,092 FEET.
4. NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. THE SOURCE OF VERTICAL DATUM IS EGPS VRS CORS NETWORK.
6. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)). THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
7. THE FIRM OF SEILER & ASSOCIATES, INC DOES NOT CERTIFY TO THE CORRECTNESS OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN HEREON. CONTACT THE UTILITY PROTECTION CENTER (800-282-7411) PRIOR TO ANY DIGGING.
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9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHT'S OF WAY NOT SHOWN HEREON.

LINE & CURVE TABLE

LINE	ARC	RADIUS	CHD. BRG.	CHD.
C1	25.76'	150.00'	N43°48'10"E	25.73'
C2	109.90'	150.00'	S69°42'44"W	107.46'
C3	21.44'	175.00'	S55°15'23"W	21.43'
L1	21.05'		N31°44'54"W	
L2	14.10'		S18°59'40"E	
C4	21.88'	175.00'	S62°20'56"W	21.87'
C5	25.66'	175.00'	S70°07'54"W	25.63'
C6	24.59'	175.00'	S78°21'25"W	24.57'
C7	24.09'	175.00'	S86°19'32"W	24.07'
C8	1.32'	175.00'	N89°30'54"W	1.32'
C9	21.42'	125.00'	N85°47'28"E	21.40'
L3	2.68'		S89°17'56"E	
C10	0.25'	55.00'	S89°25'41"E	0.25'
C11	24.86'	55.00'	N77°29'32"E	24.65'
C12	18.00'	55.00'	N55°09'58"E	17.92'
L4	18.61'		S29°42'16"E	
C13	86.39'	55.00'	N21°45'15"W	101.66'
C14	70.95'	55.00'	S53°44'42"W	66.13'
C15	36.12'	28.00'	S53°44'42"W	33.67'
C16	70.16'	125.00'	N64°48'08"E	69.24'
C17	9.23'	175.00'	S50°14'06"W	9.23'
C18	21.47'	125.00'	N43°48'10"E	21.44'
C19	30.06'	175.00'	S43°48'10"W	30.02'
L5	32.36'		N46°31'16"E	

FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANELS: ***1351C0086D & 1351C0067D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

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FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED 2358 PROFESSIONAL LAND SURVEYOR KEITH SEILER
12-3-21

NO.	REVISIONS DESCRIPTION	DATE	BY	APPR.

DATE: DECEMBER 3, 2021
SCALE: HORIZ. 1" = 30'
VERT.: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
LAND LOT(S): 59 & 70
DISTRICT: 12TH
SECTION: N/A
COUNTY: HENRY (CITY OF STOCKBRIDGE)
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

SHEET 5 OF 9

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RESERVED FOR CLERK OF COURT

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE DATE
HENRY COUNTY BOARD OF COMMISSIONERS

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DEVELOPMENT AGREEMENT AND AMENDMENTS

STATE OF GEORGIA

COUNTY OF HENRY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 21st day of July, 2003, by and between the **CITY OF STOCKBRIDGE, GEORGIA**, a municipal corporation chartered under the laws of the State of Georgia (hereinafter "City") and **ROYCE GRANT** (hereinafter "Owner"). The Property encumbered by this Agreement shall consist one tract of land described in **Exhibit "A,"** which is incorporated herein by reference.

P R E A M B L E :

WHEREAS, Owner owns a tract of land consisting of 15.96 acres, more or less, that is depicted and described in the attached **Exhibit "A"**;

WHEREAS, the Owner desires to develop the Property with townhouses in a profitable manner (the "Project") as depicted in the attached **Exhibit "B"**, consistent with the zoning ordinances of the City (the "Zoning Ordinance"), and has an filed application (a copy of which is included in the Henry County Planning and Zoning Staff Report RZ-03-04 incorporated herein as **Exhibit "C"**) to have the property rezoned to Multi-Family Residence district (RM-2 Townhouses) under the City's Zoning Ordinance;

WHEREAS, the Owner proposes to develop the Property similar to that shown in **Exhibit "B"** hereto attached;

WHEREAS, the State of Georgia has enacted The Georgia Development Impact Fee Act,

Received Time Oct. 30. 2007 9:03AM No. 2394

codified at O.C.G.A. §§ 36-71-1, *et seq.*, which provides that impact fees may be imposed by counties and municipalities;

WHEREAS, the City is investigating and considering the enactment of impact fee ordinances;

WHEREAS, the City has not represented, nor can it guarantee that its infrastructure and existing public facilities as defined by O.C.G.A. § 36-71-2, are sufficient to accommodate the proposed Project;

WHEREAS, the parties require assurances from the other that certain essential elements will occur in order to facilitate the development of the Property; to insure that the Property will be developed pursuant to the Zoning Ordinance, the zoning conditions imposed by the City, and this Agreement, and any amendments thereto; to preclude litigation; and to coordinate development efforts;

WHEREAS, execution of this Development Agreement is a condition of rezoning;

WHEREAS, the City and Owner are willing to execute this Agreement to verify and achieve all of said purposes.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated and for the sum of ONE AND 00/100 DOLLARS ($1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged and undisputed, the parties agree as follows:

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A G R E E M E N T :

1.

Rezoning Application

The City has found that the application filed with the City for the rezoning of the Property is consistent with zoning policies and goals of the City. Said application has been approved subject to this Agreement and certain conditions. All parties agree that said conditions shall be made a part of the ordinance rezoning the Property. Said zoning shall become effective after the City of Stockbridge City Council passes the Rezoning Ordinance and the parties execute this Agreement.

The parties also acknowledge that the net density restrictions imposed by the Stockbridge Zoning Ordinance are applicable to the Project, and that the Project shall feature no more than forty-eight (48) units.

2.

Zoning Requirements of the Property

The validity and enforceability of this Agreement is conditional upon the City rezoning the Property to the zoning classification as follows.

A) **Rezoning.** The Property described in **Exhibit "A"** for a total of 15.96 acres, more or less, shall be rezoned from Single-Family Residence district (R-2) to Multi-Family Residence district (RM-2 Townhouses).

B) **Requirements Generally.** Owner shall comply with all applicable rules, regulations, and conditions of the Zoning Ordinance, except where specifically excluded herein, in the development of the Property including those expressed herein. For specific

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reference, RM ordinance number 03-60, effective on March 10, 2003, shall apply and is attached hereto as **Exhibit "D"** and incorporated herein by reference. In addition to said ordinances, the conditions contained in this Agreement shall apply. If there is a conflict between the Zoning Ordinances and this Agreement, the terms of this Agreement shall control.

C) **Development Conditions**.

1) The following conditions shall apply to the Property.

a) Revise site plan to adhere to all City of Stockbridge RM-2 Ordinance requirements. (Note that approval of this rezoning is not an approval of the site plan submitted.)

b) Maximum building height shall be shown on the site plan.

c) All townhouses shall have a mixture of front facade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design portioos.

d) Owner shall submit elevations of buildings to be approved by the City. Note, however, that the City may approve elevations if it determines that waiting for Staff's review has unreasonably delayed Owner.

e) Each unit elevation per building shall be separate and distinct from the other and shall include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.

f) Each unit shall have different brick, stucco and masonry theme from the other attached units.

g) Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines, have a minimum two and one-halfinch (2.5") caliber (d.b.h), shall have a minimum twenty-four foot (24 sq. ft.) planting area and shall be spaced an average of forty-five feet (45') apart. Owner shall provide a list of ten (10) trees to be

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provided and subject to modification by the City.

h) A street scaping plan shall be submitted to Henry County Planning and Zoning Staff for comments and approved by the City to include sidewalks, street trees, landscaping, street lighting and street furniture. Note, however, that the City may approve the street scape plan if it determines that waiting for Staff's review has unreasonably delayed Owner.

i) Any flood plain alteration be supported by a certified engineer at the plan review stage.

j) The Applicant shall submit, to the City Clerk and City Attorney, an updated legal description and plat, certified by an engineer or surveyor licensed in the State of Georgia, of the Property.

k) Owner shall not construct an entrance or exit onto Shields Drive.

l) Owner shall maintain a two hundred foot (200') buffer between the Project and Shields Drive.

m) This rezoning applies to only the Property and shall not be construed as applying to the areas zoned commercial adjacent to the Property.

3.

Variances

No variances shall apply.

4.

Impact on Services

In conjunction with the development of the Property, the person or entity seeking to make such improvements shall satisfy the following requirements:

A) Submission of Plans and Specifications.

Owner shall submit plans and specifications for development of the Property and

Received Time Oct. 30. 2007 9:03AM No. 2394

construction of any and all improvements thereon in conformance with all applicable rules, regulations, and laws of the State of Georgia, and with all applicable rules, regulations, and ordinances of the City and this Agreement.

B) Traffic and Road Improvements

The person or entity seeking to make improvements on the Property shall pay for road improvement costs or complete road improvements as follows:

1) Deceleration lane into and from the Property.

2) Other road improvement required by Henry County Department of Transportation or the City after review of Plans referenced in subparagraph 4.A. above.

C) Water and Sewerage Improvements.

1) The Owner shall pay the cost to extend or extend at its own expense the existing water main to the Property.

2) The Owner shall pay the cost to extend or extend at its own expense the necessary sewage outfall line to service the Project.

3) The Owner shall be responsible for the development of all water and sewer lines located within the Property.

5.

Impact Fees and Credits

A) Traffic and Road Impact Fees.

If the Owner is assessed at any time in the future traffic and road impact fees by the

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FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED 2358 PROFESSIONAL LAND SURVEYOR KEITH SEILER

12-3-21

NO.	DESCRIPTION	REVISIONS DATE	BY	APPR.

DATE: DECEMBER 3, 2021
SCALE: HORIZ: 1" = 60'
VERT.: N/A
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LAND LOT(S): 59 & 70
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DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

SHEET 6 OF 9

DEVELOPMENT AGREEMENT AND AMENDMENTS

RESERVED FOR CLERK OF COURT

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE DATE
HENRY COUNTY BOARD OF COMMISSIONERS

FLOOD NOTE:
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City, the Owner will be given credit against such impact fees as an amount equal to:

All funds expended by the Owner for improvement of North Henry Boulevard.

B) Water and Sewer Impact Fees.

If water or sewer impact fees are assessed at the time of issuance of building permits, said water or sewer impact fees shall be paid to the City.

6.

Covenants Running With the Land

The terms and conditions of this Agreement shall be binding upon each party and its successors in title and shall run with the title to the Property. Notice of this Agreement shall be filed of record in office of the Clerk of the Superior Court of Henry County, as shown on **Exhibit "E"** hereto attached. Any modifications agreed to by the parties also shall be subject to this notice of filing requirement.

7.

Date of Effectiveness of this Agreement

This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.

8.

Date of Effectiveness of Rezoning

The rezoning set forth in this Agreement shall take effect upon: (i) approval of the rezoning ordinance by the City of Stockbridge City Council; and (ii) the execution of this Agreement.

9.

Relation to Zoning

The terms of this Agreement shall be incorporated into and made a part of any Zoning Approval of the City rezoning the Property. The zoning classifications set forth herein shall be conditioned on the terms of this Agreement and binding on the Owner's successors and assigns. If these terms are modified pursuant to Paragraph 11 of this Agreement, such modifications shall be likewise binding on Owner's successors and assigns.

10.

Previous Written and Oral Statements

All previously written or transcribed plans, documents, letters, notes, minutes, and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties. The parties agree that time shall be of the essence of this Agreement. This Agreement may be executed in counterparts, and each counterpart, and all counterparts together, shall constitute the original Agreement.

11.

Amendment and Modification of Agreement

This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Owner, or the Owner's assigns and successors in title.

12.

Binding Effect

This Agreement shall be binding upon the undersigned and their agents, heirs, administrators, executors, successors, and assigns. This Agreement shall be binding on any person or entity that develops or uses the Property under the zoning classifications granted herein. The parties expressly stipulate that there are no third party beneficiaries to this Agreement.

13.

Future Changes in Development Standards

All development regulations, guidelines, standards, rules, and conditions of the City in effect as of the date of this Agreement and the regulations, guidelines, standards, rules, and conditions of this Agreement shall control over any future changes in the City regulations, guidelines, standards, rules, and conditions.

14.

Captions and Definitions

Captions, the description headings of the separate articles, sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

"Owner" includes Royce Grant and any developer, builder or other person who seeks land disturbance permits for the Property. "Owner" also includes any assignee or successor in interest to the Property.

All terms used in this Agreement which are not otherwise defined herein shall be defined in the manner prescribed by the Zoning Ordinance or RM Ordinance, as applicable.

15.

Severability

The invalidity or unenforceability of any provision of this Agreement shall not effect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

16.

Applicable Law

The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement or the Property without regard to conflicts of laws principles.

17.

Enforcement

1) In the event that Owner, its successors, or its assignees fail to comply with the terms of this Agreement, the City shall be authorized to refuse occupancy permits, construction permits, development permits, and to terminate construction and development of the Property. If Owner, its successors, or its assignees bring an action of any nature or description under this Agreement, or if it becomes necessary for the City to bring such an action, Owner, its successors, or its assignees shall be responsible for reimbursing the City for all costs and expenses, including attorneys fees, incurred in connection with such a proceeding.

2) This agreement may be enforced by the Municipal Court of the City of Stockbridge or any other court having jurisdiction over the same.

18.

Rights Cumulative

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

In the event that Owner, its successors, or its assignees fail to comply with the terms of this Agreement, the City shall be authorized to refuse occupancy permits, construction permits, development permits, and to terminate construction and development of the Property. If Owner, its successors, or its assignees bring an action of any nature or description under this Agreement, or if it becomes necessary for the City to bring such an action, Owner, its successors, or its assignees shall be responsible for reimbursing the City for all costs and expenses, including attorneys fees, incurred in connection with such a proceeding.

19.

Stipulation and Waiver

Owner knowingly and voluntarily waives any right to challenge the validity of this Agreement, in whole or in part, in a court of competent jurisdiction or to seek monetary relief, including but not limited to damages, costs, sanctions, or fees, from the City in connection with this agreement, the zoning of the Property or the development of the Property. Each party agrees to execute this Agreement and any other documents necessary to encumber the Property so as to bind all successors in interest in a similar manner.

SEILER & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
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FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR 2358 KEITH SEILER

12-3-21

REVISIONS NO.	DESCRIPTION	DATE	BY	APPR.

DATE: DECEMBER 3, 2021
SCALE: HORIZ: 1" = 60'
VERT.: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: AUGUST 10, 2021
LAND LOTS: 59 & 70
DISTRICT: 12TH
SECTION: N/A
COUNTY: HENRY (CITY OF STOCKBRIDGE)
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

SHEET 7 OF 9

C:\Users\Neil Seiler & Associates inc\Seiler & Associates inc Team Site - Documents\Technical\Land Projects 6\20022\data\20022-500-001-1.dwg, 57.8M, Dec 03, 2021 - 11:41:11am

RESERVED FOR CLERK OF COURT

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE DATE
HENRY COUNTY BOARD OF COMMISSIONERS

FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANELS: ***1351C0086D & 1351C0067D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

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C:\Users\KW\Seiler & Associates, Inc\Seiler & Associates, Inc Team Site - Documents\Technical\Land Projects (PJ\2022\2022-500-001\Land\2022-500-001-1.dwg, SB, BM, Dec 03, 2021 - 11:41:27am

DEVELOPMENT AGREEMENT AND AMENDMENTS

Development Agreement between the City of Stockbridge and Royce Grant dated July 21, 2003

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this 21st day of July, 2003.

CITY:

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
Honorable R. G. Kelley, Mayor

ATTEST:
Merle Manders
Merle Manders, City Clerk

[Seal]

[Signatures on following page]

Development Agreement between the City of Stockbridge and Royce Grant dated July 21, 2003

OWNER:

_____ (L.S.)
ROYCE GRANT

Signed, sealed and delivered before me this 21st day of July, 2003.

Witness

Notary Public
(Seal)

My commission expires:
6-25-2006

N.J. SOHLER NOTARY PUBLIC CLAYTON COUNTY, GEORGIA EXPIRES: 6-25-2006

BRUSH CREEK

STATE OF GEORGIA

COUNTY OF HENRY

AMENDMENT TO

DEVELOPMENT AGREEMENT

COMES NOW the CITY OF STOCKBRIDGE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia (hereinafter "City") and TIMERLINE GROUP, LLC (hereinafter referred to as "Owner" or "Developer"). The City and Owner do hereby amend that certain Development Agreement (hereinafter "Agreement") dated July 21, 2003, entered into between the City and Royce Grant; and

WHEREAS, Royce Grant has transferred its interest in the Property to Owner; and

WHEREAS, Owner has requested an amendment to said Agreement because the site plan presented to the City Council for consideration of zoning misrepresented the floodplain; and

WHEREAS, said site plan indicated the floodplain consisted of approximately three point eight seven (3.87) aces; and

WHEREAS, the actual floodplain is approximately five point six nine eight (5.698) acres, thereby significantly reducing the buildable area on the property for townhouses; and

WHEREAS, the modifications contained herein are the minimum necessary for the Owner to develop the Property for townhouses; and

Amendment to Development Agreement between the City of Stockbridge, Georgia and Timberline Group, LLC dated December, 2004

WHEREAS, pursuant to Section 11 of the Agreement, the City and Owner desire to amend said Agreement as follows:

ARTICLE I

Section 1 of the Agreement is hereby amended by striking the second paragraph in its entirety and inserting in lieu thereof the following paragraph:

The parties also acknowledge that the net density restrictions imposed by the Stockbridge Zoning Ordinance are applicable to the Project, and that the Project shall feature no more than forty-one (41) units. Owner's request to develop single-family residences along Shields Drive is withdrawn, and Owner agrees to not request any variances concerning the use of the two hundred foot (200') buffer area along Shields Drive.

ARTICLE II

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph f) in its entirety and inserting in lieu thereof the following paragraph f):

f) All exterior facades shall consist of brick. The cornices and gables shall consist of stucco, stone, and/or hardi-plank.

Amendment to Development Agreement between the City of Stockbridge, Georgia and Timberline Group, LLC dated December, 2004

ARTICLE III

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph k) in its entirety and inserting in lieu thereof the following paragraph k):

k) Owner shall not construct an entrance or exit onto Shields Drive for access to the Project.

ARTICLE IV

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph l) in its entirety and inserting in lieu thereof the following paragraph l):

l) Owner shall maintain a two hundred foot (200') buffer between the Project and Shields Drive. An exemption to this condition shall automatically arise should the City Council approve a rezoning of said buffer area to a single family detached residential zoning classification.

Article V

Section 2, Paragraph C) of the Agreement is hereby amended by inserting the following after subparagraph m) as follows:

n) Amenities shall consist of:

- 1,300 square foot clubhouse with full kitchen and fitness equipment;
- Two (2) separate age-specific playgrounds: a fenced tot lot adjacent to the club house and another

Amendment to Development Agreement between the City of Stockbridge, Georgia and Timberline Group, LLC dated December, 2004

playground for older children located nearby to the club house;

- Covered pavilion with fireplace;
- Volleyball Court;
- Sodded sports area;
- Putting green;
- Tennis Court - lighted and enclosed featuring a minimum of two (2) playing courts with a Basketball Goal;
- Walking Trails at least fourteen hundred feet (1,400') in length and three feet (3') in width;
- Bird Sanctuary including a variety of bird feeders and bird houses with benches for observation;
- Gazebo at entrance of development to serve as a waiting area for school bus pick-up; and
- Owner shall be bound by the amenity representations made in its October 7, 2004 proposed site plan attached hereto as **Exhibit "A"**, submitted to the City Council and on file with the City Clerk.

ARTICLE VI

Section 3 of the Agreement is hereby amended by inserting the following paragraphs:

SEILER & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS
124 ANDREW DRIVE • STOCKBRIDGE • GA 30281 • 678-565-9200 • LSF #390
FIND US ON THE WEB AT WWW.SEILERASSOC.COM

FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED 2358 PROFESSIONAL LAND SURVEYOR KEITH SEILER

12-3-21

NO.	DESCRIPTION	DATE	BY	APPR.
	REVISIONS			

DATE: DECEMBER 3, 2021
SCALE: HORIZ: 1" = 60'
VERT.: N/A
FIELD BOOK: - PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
LAND LOT(S): 154 & 170
DISTRICT: 12TH
SECTION: N/A
COUNTY: HENRY (CITY OF STOCKBRIDGE)
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

SHEET 8 OF 9

DEVELOPMENT AGREEMENT AND AMENDMENTS

RESERVED FOR CLERK OF COURT

FINAL PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

MAYOR, CITY OF STOCKBRIDGE DATE

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY PLANNING AND ZONING SERVICES DIVISION DATE
HENRY COUNTY BOARD OF COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

DIRECTOR, HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE DATE
HENRY COUNTY BOARD OF COMMISSIONERS

FLOOD NOTE:
ACCORDING TO FEMA F.I.R.M. PANELS: ***1351C0086D & 1351C0067D*** EFFECTIVE DATE: ***OCTOBER 6, 2016*** AND BY GRAPHIC PLOTTING ONLY, PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE ***AE*** OF THE FLOOD INSURANCE RATE MAP FOR HENRY COUNTY, GA.

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10/30/2007 10:18 6784325463 LEAD PAGE 06

Amendment to Development Agreement between the City of Stockbridge, Georgia and Timberline Group, LLC dated December, 2004

a) The maximum units per building may increase from five (5) units to six (6) units per building.

b) The minimum distance between buildings may be reduced from forty feet (40') to twenty feet (20').

c) Reduction in buffer from thirty feet (30') to ten feet (10') along the proposed entrance and between the proposed location of the first building from the entrance and the Property line as depicted in the proposed site plan included in Owner's October 7, 2004 proposal attached hereto as **Exhibit "A"**, submitted to the City Council and on file with the City Clerk.

d) Individual residential garbage pick-up may be permitted.

ARTICLE VII

A new Section 20 shall be added to the Agreement as follows:

20.

Attorney's Fees

The Owner hereby agrees to reimburse the City for all reasonable and necessary legal fees and costs, not to exceed normal hourly rate paid by City, that are incurred by the City regarding the preparation of this Agreement, any amendments thereto and any reasonable and necessary litigation expenses incurred by the City in any civil action or administrative

(Client: 0000379 Matter: 0000 Doc: 00119320.DOC) 5

Received Time Oct. 30. 2007 9:10AM No. 2396

10/30/2007 10:18 6784325463 LEAD PAGE 07

Amendment to Development Agreement between the City of Stockbridge, Georgia and Timberline Group, LLC dated December, 2004

action regarding this Agreement whether same is filed by the City, Owner, Developer, or third person or entity. The Owner shall remit payment of all said legal fees and costs to the City within ten (10) days of receipt of an invoice for same.

ARTICLE VIII

It is the parties intent that this amendment shall take effect immediately.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this _____ day of _____, 2004.

CITY OF STOCKBRIDGE, GEORGIA

By: _____(L.S.)
R. G. KELLEY, Mayor

ATTEST:

_____
MERLE MANDERS, City Clerk

(Seal)

Version 8

(Client: 0000379 Matter: 0000 Doc: 00119320.DOC) 6

Received Time Oct. 30. 2007 9:10AM No. 2396

10/30/2007 10:18 6784325463 LEAD PAGE 08

Amendment to Development Agreement between the City of Stockbridge, Georgia and Timberline Group, LLC dated December, 2004

OWNER:

TIMBERLINE GROUP, LLC

BY: _____(L.S.)
BRIAN W. [illegible]
Managing Partner [Title]

Signed, sealed and delivered before me this 13 day of December, 2004.

_____
Notary Public

N.J. SOHLER NOTARY PUBLIC DeKALB COUNTY, GEORGIA EXPIRES 6-23-2008

ATTEST:

_____, Secretary

(Client: 0000379 Matter: 0000 Doc: 00119320.DOC) 7

Received Time Oct. 30. 2007 9:10AM No. 2396

10/22/2007 14:27 6784325463 LEAD PAGE 02

STATE OF GEORGIA

COUNTY OF HENRY

SECOND AMENDMENT TO

DEVELOPMENT AGREEMENT

COMES NOW the CITY OF STOCKBRIDGE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia ("City") and TIMBERLINE GROUP, LLC ("Owner" or "Developer"). The City and Owner do hereby amend that certain Development Agreement ("Agreement") dated July 21, 2003, entered into between the City and Royce Grant; and

WHEREAS, Royce Grant has transferred its interest in the Property to Owner; and

WHEREAS, Owner has presented evidence to the Mayor and Council that because of soil conditions Owner will be unable to construct the tennis court referenced in Article V, Section 2, Paragraph C of the Amended Development Agreement; and

WHEREAS, Owner has requested an amendment to Paragraph 3 of the Development Agreement entitled "Variances"; and

WHEREAS, pursuant to Section 11 of the original Development Agreement, the City and Owner desire to amend said agreement as follows:

Received Time Oct. 22. 2007 2:19PM No. 2325

10/22/2007 14:27 6784325463 LEAD PAGE 03

Second Amendment to Development Agreement between the City of Stockbridge, Georgia and Timberline Group, LLC dated December, 2004

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER STATED, IT IS AGREED AS FOLLOWS:

1. Paragraph 3 is amended to add the following:
The front setback requirements for the buildings are hereby reduced to 10 feet.

2. The paragraph referencing the tennis court described in Article V of the Amended Development Agreement is stricken in its entirety.

3. A regulation 60' x 90' soccer field shall be constructed in the area designated for the tennis court, which shall include 2 goals appropriate for the 3v3 format. In addition, the second playground shall be enlarged to accommodate a commercial quality 2-bay/4-station full-size swing set, a full-size commercial quality slide, a commercial quality climbing station (monkey bars, ring climber, chin-up bar, and balance beam), and 2 commercial quality park benches. The floor area of the playground will be recessed and mulched so as to prevent weeds and grasses from growing and to promote a safe play area. The drawing for the playground, swing set, slide, climbing station, benches, soccer field, pavilion,

Received Time Oct. 22. 2007 2:19PM No. 2325

10/22/2007 14:27 6784325463 LEAD PAGE 04

Second Amendment to Development Agreement between the City of Stockbridge, Georgia and Timberline Group, LLC dated December, 2004

volleyball court, and putting green shall be incorporated herein.

4. The outside construction of the buildings to be built thereon shall have the appearance and exterior material makeup as shown on Exhibit I hereto attached and made a part hereof. The playground facilities described in Paragraph 3 above are also shown on said Exhibit I, and the same are hereby incorporated herein and made a part hereof. The variance set forth in Paragraph 1 above is also shown on said Exhibit I and incorporated herein and made a part hereof.

[SIGNATURES ON NEXT PAGE]

Received Time Oct. 22. 2007 2:19PM No. 2325 3

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PROFESSIONAL SURVEYORS
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FIND US ON THE WEB AT WWW.SEILERASSOC.COM

FINAL SUBDIVISION PLAT FOR BRUSH CREEK COMMONS CITY OF STOCKBRIDGE, (HENRY COUNTY), GEORGIA

GEORGIA REGISTERED 2358 PROFESSIONAL LAND SURVEYOR KEITH SEILER

12-3-21

NO.	DESCRIPTION	DATE	BY	APPR.
	REVISIONS			

DATE: DECEMBER 3, 2021
SCALE: HORIZ: 1" = 60'
VERT.: N/A
FIELD BOOK: PROJECT
DATE OF FIELD SURVEY: JULY 19, 2021
LAND LOT(S): 85 & 70
DISTRICT: 12 TH
SECTION: N/A
COUNTY: HENRY (CITY OF STOCKBRIDGE)
SURVEYED: JG
DRAWN: BCM
CHECKED: KS
APPROVED: KS
PROJECT NO.: 20022
DWG NAME: 20022-500-001-1.dwg

SHEET 9 OF 9

ZONING MODIFICATION APPLICATION PACKAGE

ZONING MODIFICATION APPLICATION CHECKLIST

DOCUMENTS AND QUANTITIES REQUIRED

ALL PERTINENT ITEMS ARE DUE AT THE TIME OF FILING.
NO INCOMPLETE APPLICATION WILL BE ACCEPTED.

ITEM #	REQUIRED ITEM	NUMBER OF COPIES	CHECK √
1.	PRE-APPLICATION REVIEW FORM	1 Digital, 1 Hard Copy	
2.	APPLICATION FORM	1 Digital, 1 Hard Copy	
3.	LEGAL DESCRIPTIONS	1 Digital, 1 Hard Copy	
4.	SITE PLAN & SURVEY	1 Digital Copy – 4 hard Copies	
5.	DEVELOPMENT RENDERINGS AND ELEVATIONS	1 Digital Copy – 1 Hard Copy	
6.	LETTERS OF INTENT	1 Digital, 1 Hard Copy	
7.	ADJACENT PROPERTY OWNERS/NEIGHBORHOOD ASSOCIATION LETTERS	1 Digital, 1 Hard Copy	
8.	DEPARTMENTAL SIGN-OFF LETTERS	1 Digital, 1 Hard Copy	
9.	DISCLOSURE FORM	1 Digital, 1 Hard Copy	

PROCEDURES AND INFORMATION FOR FILING A MODIFICATION & ADMINISTRATIVE MODIFICATION

ALL application forms are obtained from Community Development Services, 4640 North Henry Blvd. Stockbridge, GA 30281 or at https://www.cityofstockbridge-comdev.com/. **PLEASE READ ALL INSTRUCTIONS BEFORE FILING.** ***NO FAXED COPIES NOR COPIES OF FAXED MATERIAL WILL BE ACCEPTED AS PART OF THIS APPLICATION PACKET.***

TYPES OF MODIFICATION:

1. **ADMINISTRATIVE MODIFICATION**: A modification of conditions to a Zoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Community Development Services.

2. **ZONING MODIFICATION:** A modification of conditions to a Zoning or Use Permit, where public interest has been determined. This requires a public hearing by the City of Stockbridge Councilmembers. Community Development Services will make a recommendation to the Council.

FILING REQUIREMENTS:

1. **PRE-APPLICATION MEETING AND REVIEW FORM:** Prior to submitting a rezoning request, you are required to meet with Staff to review your proposal and issue a pre-application review form, which becomes part of your application packet. **At least 10 business days before your goal due date, email Linda Logan (llogan@cityofstockbridge-ga.gov) with your conceptual site plan and letter of intent attached to make an appointment.**

2. **APPLICATION FORMS: One (1) Digital Copy, One (1) Hard copy are required. ALL** application forms must have the original signature(s) of the property owner, or attach a Power-of-Attorney, or documents showing an option to purchase the property.

3. **LEGAL DESCRIPTIONS: One (1) Digital Copy, One (1) Hard copy are required.** The legal description must be a metes and bounds description of the property that establishes a point of beginning and gives directions (bounds) and distances (metes) of property lines. If the property consists of more than one parcel, all parcels must be combined into one legal description.

4. **SITE PLAN AND SURVEY: One (1) Digital Copy, Four (4) Hard copy are required**, one of which must be 8½" x 11". The site plan must illustrate the requested modification(s). Site plans must be folded, drawn to scale and must not exceed 24" x 36". The required number is subject to change. Survey of the site.

5. **DEVELOPMENT RENDERINGS AND ELEVATIONS: One (1) Digital Copy, One (1) Hard copy is required.**

6. **LETTERS OF INTENT: One (1) Digital Copy, One (1) Hard copy are required**. The letter of intent must explain the circumstances upon which the requested change of condition is based. Include the reason why the development or use of the property cannot be accomplished without modification of a condition and identify the zoning/use permit case number and specific condition(s) being addressed.

7. **ADJACENT PROPERTY OWNERS/NEIGHBORHOOD ASSOCIATION LETTERS: Two (2) copies are required** at the time of filing.

8. **DEPARTMENTAL SIGN-OFF LETTERS: Two (2) copies are required.** If a request for an ADMINISTRATIVE MODIFICATION requires a sign-off by a City of Stockbridge department or staff person, such as the Traffic Engineer or the Arborist, this letter is required at the time of filing.

9. **DISCLOSURE FORM**: If the owner, applicant, and/or applicant's representative has made a campaign contribution to any member of the City Council for $250.00 or more within the past 2 years, Sections 1 through 4 of the Disclosure Form (Form C) must be completed. If no contributions have been made, No should be circled and Section 4 of the form completed. Provide Two (2) copies.

10. **FEES: Make check payable to CITY OF STOCKBRIDGE, GEORGIA.**

11. ***Applications*** *should be emailed to planning@cityofstockbridge-ga.gov with hard copies mailed to Planning & Zoning, 4602 North Henry Blvd. Stockbridge, GA 30281.*

FEES

MODIFICATION BASE FEE:
$300 PLUS $100 FOR EACH ADDITIONAL MODIFICATION REQUEST ON THE SAME PROPERTY
REVISIONS:
$50 PER REVISION

(ALL CHECKS PAYABLE TO THE CITY OF STOCKBRIDGE)

MEETING AND PUBLIC HEARINGS:

- **SCHEDULE:** A schedule with deadlines and public hearing dates for Zoning Modifications is obtainable from either the Community Development Services or on our website at https://www.cityofstockbridge-comdev.com/planning

- **CITY COUNCIL MEETING:** The City Council holds a public hearing on the fourth Tuesday of each month at 7:00 p.m. in the Stockbridge City Hall, 4640 North Henry Boulevard, Stockbridge, GA 30281.

POSTING OF SIGNS:

- **CITY COUNCIL PUBLIC HEARING NOTICE SIGN:** Signs are to be posted along the frontages of properties subject to zoning modifications that notify area residents of the City Council public hearing. Applicants are required to post sign(s) in conspicuous places along the property's public street frontage(s) no later than 20 days before the City Council hearing. Failure to post the signs properly, in accordance with instructions given to applicants at the time of filing, will result in delaying action on the petition until the next available appropriate hearing date. *THERE ARE NO EXCEPTIONS TO THE PROPER POSTING OF THESE SIGNS.*

- If the sign is mutilated and/or removed, it is the applicant's responsibility to obtain and re-post a new sign(s).

NOTIFICATION FOR ZONING MODIFICATION:

- Notice is mailed (via U.S. Mail) by the City of Stockbridge to all property owners within a quarter-mile of the subject property. Said notice is mailed no later than 15 days prior to the public hearing to property owners of record as shown on the real estate tax records of Henry County as retrieved by the City's Geographic Information Systems.

- A published notice in a newspaper of general circulation is done by the City of Stockbridge no later than 15 days prior to the public hearing. The published notice contains the time, place, purpose of the hearing, and the location of the property.

APPLICATION FOR ADMINISTRATIVE OR ZONING MODIFICATIONS

The undersigned, having an interest in the property herein described respectfully request:

SECTION I

MODIFICATION #: _____
(To be assigned by the City of Stockbridge)

[ ] A. **ADMINISTRATIVE MODIFICATION:** A modification of a condition(s) of zoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Community Development Services.

[x] B. **ZONING MODIFICATION:** A modification of a condition(s) of zoning or Use Permit where public interest has been determined. This requires a public hearing by the City of Stockbridge Councilmembers.

If "A" was denied, list previous case number: #M _____

SECTION II

1) The planner assigned to work on the Modification: _____

2) Identify the specific condition(s) being modified. State the condition number(s) and letter(s) (e.g. 2-b, 2-e)
~~1) Amenity adjustment to current standards. See rezoning case #RZ-03-04 condition #N.~~

3) Petition number of the Zoning or Use Permit to which this application applies MFR
Current zoning district ~~MFR~~

4) Attach a copy of Legal Description [must be metes and bounds], or complete the following information if the property is within a recorded subdivision.

5) An official survey of the property.

6) Copies of pertinent rezoning cases and zoning conditions, with case numbers.

7) Copies of any approved development agreements or shared parking agreements.

8) Copies of any approved subdivision plats or recombination plats.

9) Copies of any approved variances, conditional uses, or administrative waivers, with case numbers.

10) Copy of a recently-completed zoning compliance letter.

SUBDIVISION NAME: Brush Creek SD UNIT/PHASE: NA

LOT NUMBER: 1-41 BLOCK DESIGNATION: NA LAND LOT(S): 59 & 71

DISTRICT/SECTION: 12th RECORDED IN PLAT BOOK: NA - See Deed Book 18078 Page 137-143 PAGE:

ROAD NAME: Assigned "Sheilds Rd."; however, it's entry is off of N. Henry Blvd.

NOTICE: Sections III or IV below **MUST** be signed and notarized when the application is submitted. If Section III is signed and notarized, the applicant need only complete Section IV as "Applicant", notarization of Section IV is not necessary.

SECTION III: Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application for a Modification.

Pivotal Enterprises, LLC - Eaman Fatemi Member
TYPE OR PRINT OWNER'S NAME

1705 Enterprise Way SE, Suite 100,
ADDRESS

Marietta, GA 30067
CITY & STATE ZIP CODE

OWNER OF PROPERTY (SIGNATURE)

770-480-1714
PHONE NUMBER

efatemi@pivotalhouse.com
EMAIL ADDRESS

Sworn to and subscribed before me this
12 day of Sept. 20 22

NOTARY PUBLIC

TAMMY M. REILLY NOTARY PUBLIC NEWTON COUNTY EXPIRES GEORGIA 01-31-2026

SECTION IV: Applicant, if different from the Owner, states under oath that:

1) The applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach a copy of Power-of-Attorney and type name of Owner as indicated in Section III; *or*

2) The applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach a copy of the contract and type name of Owner as indicated in Section III; or

3) The applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of the lease and type name of the Owner as indicated in Section III.

APPLICANT (SIGNATURE)

Eaman Fatemi Member - Owner as Applicant
TYPE/PRINT NAME OF APPLICANT

ADDRESS

CITY & STATE ZIP CODE

PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this

_____day of_____20____

NOTARY PUBLIC

Indicate which of the above is applicable: 1_____2_____or 3 _____

SECTION V: ~~Attorney or~~ Agent, if different from the applicant and/or owner

SIGNATURE OF ATTORNEY/AGENT

CHECK ONE: [✓] ATTORNEY [_____] AGENT

ADDRESS: 2809 Lassiter Rd # 100, Marietta, GA 30062

Steve Cole
Sams & Cole, LLC

CITY & STATE _____ ZIP CODE

PHONE NUMBER: 404-819-8124

FOR OFFICIAL USE:

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

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

Pre-application meeting:_____ Date:_____

Zoning Advisory Board Decision: _____

BOC Decision: _____

Planning Staff Signature:_____ Date: _____

DISCLOSURE REPORT

FORM C

Office use only:

REZONING PETITION #:_____CITY COUNCIL MEETING DATE:_____

- **Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating $250.00 or more or made gifts having an aggregate value of $250.00 to a member of the City Council.**

- **CIRCLE ONE:** YES (NO)
  If the answer is *YES*, proceed to sections 1 through 4. If the answer is *NO*, complete only section 4.

1. **CIRCLE ONE:** (Party to Petition) In Opposition to Petition

   If a party to petition, complete sections 2, 3, and 4 below. If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: Pivotal Enterprises, LLC

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at $250.00 or more
$0 contributions			

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information, and belief.

Name (print) Eaman Fatemi Member

Signature: _____ Date: 6/29/2022

PRE-APPLICATION REVIEW FORM

Office use only:

I hereby certify that I have completed a preliminary review of the site plan for this project and determined that it meets the minimum standards specified by the City of Stockbridge Zoning Ordinance.

Staff signature: _____ Date: _____

Planning Division
Community Development Services

Staff printed name: _____

The undersigned acknowledges that the site plan is submitted in accordance with the City of Stockbridge Zoning Ordinance and failure to comply shall render my application incomplete which may result in a delay in the process of this application.

Applicant signature: _____ Date: 06/29/2022

Applicant printed name: Eaman Fatemi - Member

CITY OF STOCKBRIDGE, GEORGIA
2019-20 ZONING MODIFICATION SCHEDULE

FILING DEADLINE DATE	NEWSPAPER ADVERTISEMENT DATE	PUBLIC NOTIFICATION SIGN POSTING DEADLINE	MAYOR AND COUNCIL (MC) HEARING

THE **CITY COUNCIL HEARING** BEGINS AT **7:00 PM** AT Stockbridge City Hall, 4640 North Henry Boulevard, Stockbridge, GA 30281

NOTES: THE ABOVE DATES ARE SUBJECT TO CHANGE

***DATE CHANGE DUE TO HOLIDAY**

FOR THE MOST CURRENT ZONING INFORMATION PLEASE VISIT THE CITY OF STOCKBRIDGE COMMUNITY DEVELOPMENT PAGE AT https://www.cityofstockbridge-comdev.com/planning

COPY

DEVELOPMENT AGREEMENT

FOR

BRUSH CREEK COMMONS

Location off North Henry Blvd.-behind the QT and Waffle House

ROYCE GRANT

JULY 21, 2003
AMENDED DECEMBER 13, 2004
AMENDED AUGUST 13, 2007

STATE OF GEORGIA

COUNTY OF HENRY

COPY

SECOND AMENDMENT TO

DEVELOPMENT AGREEMENT

COMES NOW the CITY OF STOCKBRIDGE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia ("City") and TIMBERLINE GROUP, LLC ("Owner" or "Developer"). The City and Owner do hereby amend that certain Development Agreement ("Agreement") dated July 21, 2003, entered into between the City and Royce Grant; and

WHEREAS, Royce Grant has transferred its interest in the Property to Owner; and

WHEREAS, Owner has presented evidence to the Mayor and Council that because of soil conditions Owner will be unable to construct the tennis court referenced in Article V, Section 2, Paragraph C of the Amended Development Agreement; and

WHEREAS, Owner has requested an amendment to Paragraph 3 of the Development Agreement entitled "Variances"; and

WHEREAS, pursuant to Section 11 of the original Development Agreement, the City and Owner desire to amend said agreement as follows:

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER STATED, IT IS AGREED AS FOLLOWS:

1. Paragraph 3 is amended to add the following:

   The front setback requirements for the buildings are hereby reduced to 10 feet.

2. The paragraph referencing the tennis court described in Article V of the Amended Development Agreement is stricken in its entirety.

3. A regulation 60′ x 90′ soccer field shall be constructed in the area designated for the tennis court, which shall include 2 goals appropriate for the 3v3 format. In addition, the second playground shall be enlarged to accommodate a commercial quality 2-bay/4-station full-size swing set, a full-size commercial quality slide, a commercial quality climbing station (monkey bars, ring climber, chin-up bar, and balance beam), and 2 commercial quality park benches. The floor area of the playground will be recessed and mulched so as to prevent weeds and grasses from growing and to promote a safe play area. The drawing for the playground, swing set, slide, climbing station, benches, soccer field, pavilion,

volleyball court, and putting green shall be incorporated herein.

4. The outside construction of the buildings to be built thereon shall have the appearance and exterior material makeup as shown on Exhibit I hereto attached and made a part hereof. The playground facilities described in Paragraph 3 above are also shown on said Exhibit I, and the same are hereby incorporated herein and made a part hereof. The variance set forth in Paragraph 1 above is also shown on said Exhibit I and incorporated herein and made a part hereof.

[SIGNATURES ON NEXT PAGE]

CITY OF STOCKBRIDGE, GEORGIA

This the 13th day
of August, 2007.

By: _____ (L.S.)
R. G. KELLEY, Mayor

ATTEST:
_____
Merle Manders, City Clerk

[SEAL]

TIMBERLINE GROUP, LLC

BY: _____ (L.S.)
BRIAN W. CAGLE
MEMBER (Title)

Signed, sealed and delivered
before me this 31st day of
AUGUST, 2007.

_____
Notary Public

[SEAL]

My Comm. Expires
May 11, 2009
HENRY COUNTY GEORGIA
PUBLIC

ATTEST:

_____
_____, Secretary
Jeffrey A. Martin

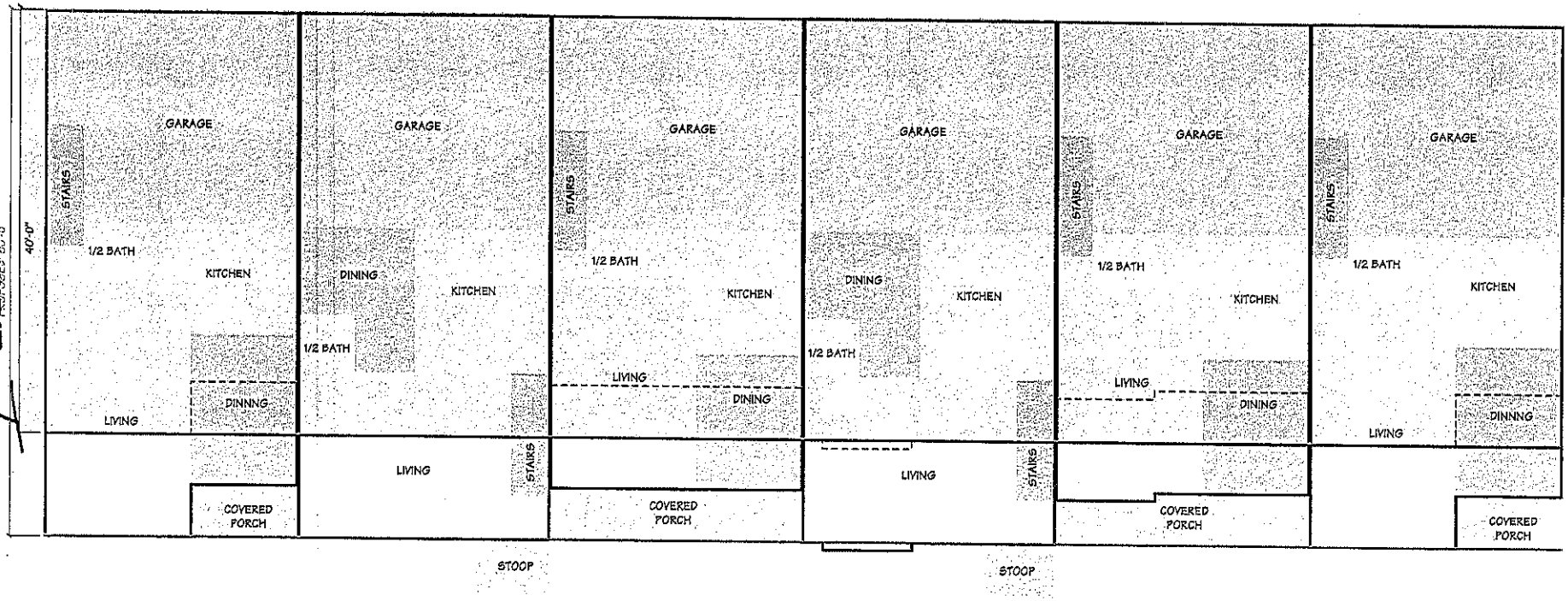


EXHIBIT 4
Page 1 of 2

——————— - Current Building Lines

- - - -

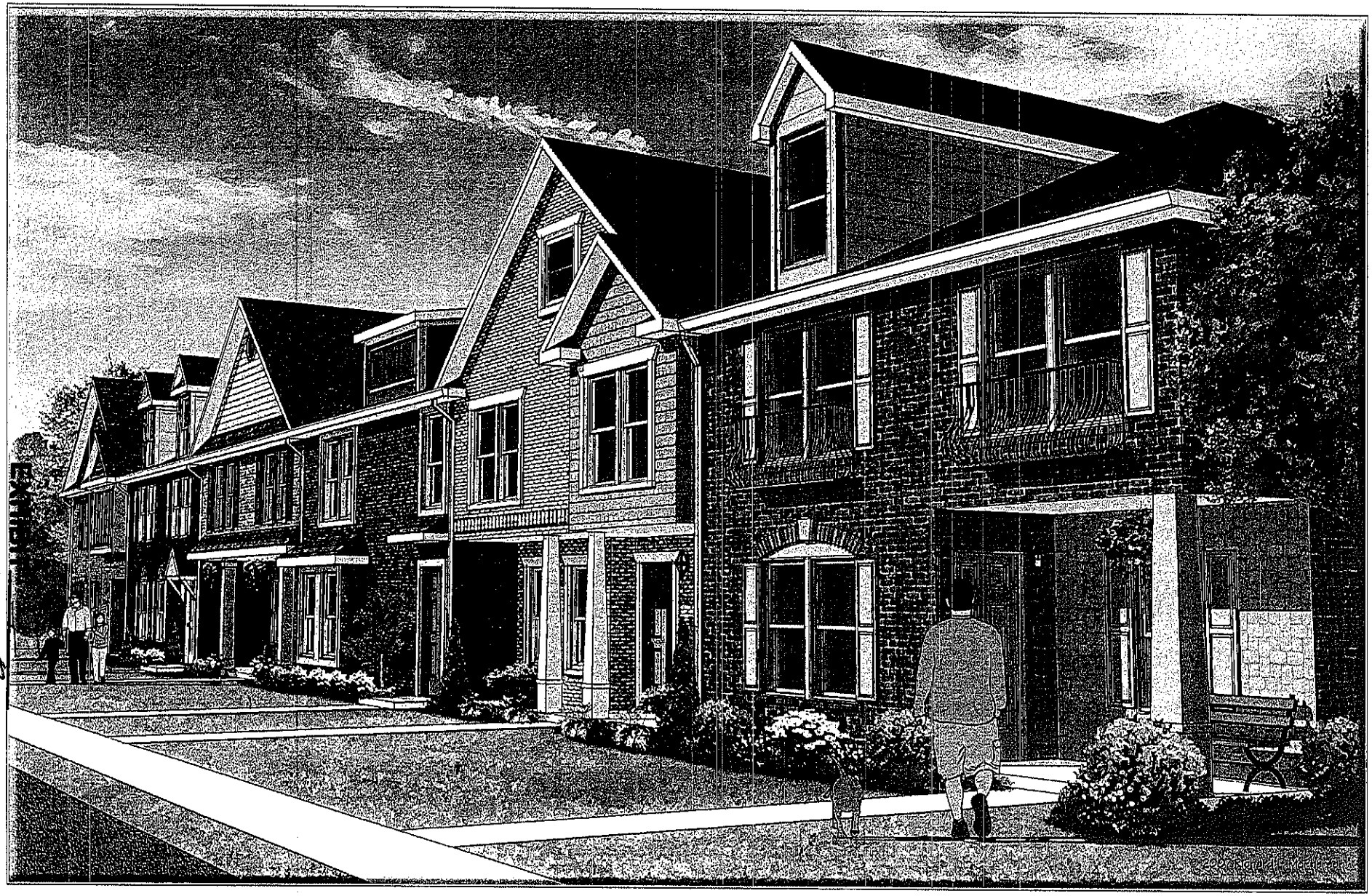


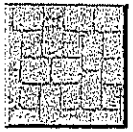
EXHIBIT
Page 2 of 2

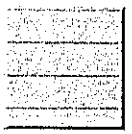
CAGLE HOMES
770-210-HOME
www.caglehomes.com

Elevations Information

Individual detail is achieved with a mixture of covered entryways, porches, bay windows, and balconies. Each home is separate and distinct with varying roof lines, dormers, and gables. Facades are predominantly brick, with stone, Hardi-plank or Hardi-shake accents.

Brick


Stone


Hardi-Siding

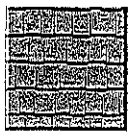
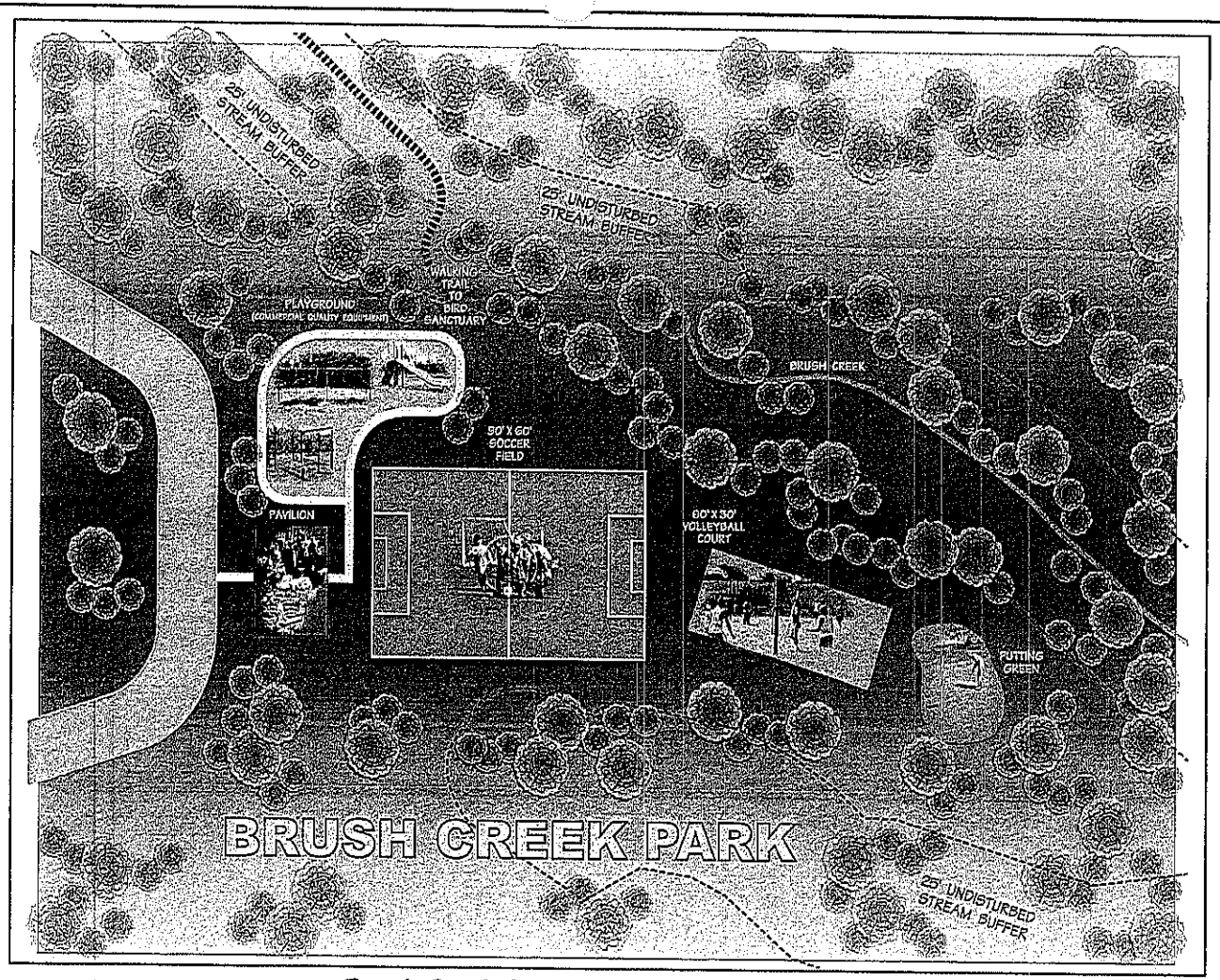

Hardi-Shake

EXHIBIT 1
Page 3 of 3



Brush Creek Commons Amenity Package

* Gazebo at entrance of development to serve as a waiting area for school bus pickup
* Sodded Sports Area adjacent to Gazebo
* 1300 Square Foot Clubhouse with Full Kitchen and Fitness Equipment
* Fenced Tot Lot (Ages: 2 – 5) located adjacent to Clubhouse
* Brush Creek Park
  1. Covered Pavilion with Picnic Area and Fireplace
  2. Regulation 60' X 30' Beach Volleyball Court
  3. Regulation 60' X 90' 3 on 3 Soccer Field with Goals
  4. Putting Green with multiple holes and sand trap
  5. Upgraded and Enlarged, commercial quality playground:
     2 Bay, 4 Station Swing Set with Buckets and Belts
     Climbing Station: "Monkey Bars", Ring Climbers, Chin-up Bar, and Balance Beam
     Free Standing Wave Slide with 5' Deck
     2 Commercial Quality Park Benches
  7. Over 1400 Ft. of Walking Trail
  8. Bird Sanctuary with Feeders, Houses, and Benches for observation

COPY

DEVELOPMENT AGREEMENT

FOR

BRUSH CREEK COMMONS

Location off North Henry Blvd.-behind the QT and Waffle House

Royce Grant

JULY 21, 2003

AMENDED DECEMBER 13, 2004

STATE OF GEORGIA

COUNTY OF HENRY

COPY

AMENDMENT TO

DEVELOPMENT AGREEMENT

COMES NOW the CITY OF STOCKBRIDGE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia (hereinafter "City") and TIMBERLINE GROUP, LLC (hereinafter referred to as "Owner" or "Developer"). The City and Owner do hereby amend that certain Development Agreement (hereinafter "Agreement") dated July 21, 2003, entered into between the City and Royce Grant; and

WHEREAS, Royce Grant has transferred its interest in the Property to Owner; and

WHEREAS, Owner has requested an amendment to said Agreement because the site plan presented to the City Council for consideration of zoning misrepresented the floodplain; and

WHEREAS, said site plan indicated the floodplain consisted of approximately three point eight seven (3.87) aces; and

WHEREAS, the actual floodplain is approximately five point six nine eight (5.698) acres, thereby significantly reducing the buildable area on the property for townhouses; and

WHEREAS, the modifications contained herein are the minimum necessary for the Owner to develop the Property for townhouses; and

WHEREAS, pursuant to Section 11 of the Agreement, the City and Owner desire to amend said Agreement as follows:

ARTICLE I

Section 1 of the Agreement is hereby amended by striking the second paragraph in its entirety and inserting in lieu thereof the following paragraph:

The parties also acknowledge that the net density restrictions imposed by the Stockbridge Zoning Ordinance are applicable to the Project, and that the Project shall feature no more than forty-one (41) units. Owner's request to develop single-family residences along Shields Drive is withdrawn, and Owner agrees to not request any variances concerning the use of the two hundred foot (200') buffer area along Shields Drive.

ARTICLE II

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph f) in its entirety and inserting in lieu thereof the following paragraph f):

f) All exterior facades shall consist of brick. The cornices and gables shall consist of stucco, stone, and/or hardi-plank.

ARTICLE III

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph k) in its entirety and inserting in lieu thereof the following paragraph k):

k) Owner shall not construct an entrance or exit onto Shields Drive for access to the Project.

ARTICLE IV

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph l) in its entirety and inserting in lieu thereof the following paragraph l):

l) Owner shall maintain a two hundred foot (200') buffer between the Project and Shields Drive. An exemption to this condition shall automatically arise should the City Council approve a rezoning of said buffer area to a single family detached residential zoning classification.

Article V

Section 2, Paragraph C) of the Agreement is hereby amended by inserting the following after subparagraph m) as follows:

n) Amenities shall consist of:

- 1,300 square foot clubhouse with full kitchen and fitness equipment;
- Two (2) separate age-specific playgrounds: a fenced tot lot adjacent to the club house and another

playground for older children located nearby to the club house;

- Covered pavilion with fireplace;
- Volleyball Court;
- Sodded sports area;
- Putting green;
- Tennis Court – lighted and enclosed featuring a minimum of one (1) Basketball Goal at each end;
- Walking Trails at least fourteen hundred feet (1,400') in length and three feet (3') in width;
- Bird Sanctuary including a variety of bird feeders and bird houses with benches for observation;
- Gazebo at entrance of development to serve as a waiting area for school bus pick-up; and
- Owner shall be bound by the amenity representations made in its October 7, 2004 proposed site plan attached hereto as **Exhibit "A"**, submitted to the City Council and on file with the City Clerk.

ARTICLE VI

Section 3 of the Agreement is hereby amended by inserting the following paragraphs:

a) The maximum units per building may increase from five (5) units to six (6) units per building.

b) The minimum distance between buildings may be reduced from forty feet (40') to twenty feet (20').

c) Reduction in buffer from thirty feet (30') to ten feet (10') along the proposed entrance and between the proposed location of the first building from the entrance and the Property line as depicted in the proposed site plan included in Owner's October 7, 2004 proposal attached hereto as **Exhibit "A"**, submitted to the City Council and on file with the City Clerk.

d) Individual residential garbage pick-up may be permitted.

ARTICLE VII

A new Section 20 shall be added to the Agreement as follows:

20.

Attorney's Fees

The Owner hereby agrees to reimburse the City for all reasonable and necessary legal fees and costs, not to exceed normal hourly rate paid by City, that are incurred by the City regarding the preparation of this Agreement, any amendments thereto and any reasonable and necessary litigation expenses incurred by the City in any civil action or administrative

action regarding this Agreement whether same is filed by the City, Owner, Developer, or third person or entity. The Owner shall remit payment of all said legal fees and costs to the City within ten (10) days of receipt of an invoice for same.

ARTICLE VIII

It is the parties intent that this amendment shall take effect immediately.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this 13th day of December, 2004.

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
R. G. KELLEY, Mayor

ATTEST:

_____
MERLE MANDERS, City Clerk

(Seal)

Version 8

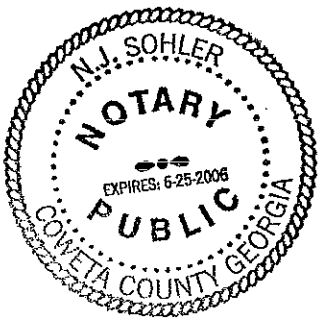
OWNER:

TIMERLINE GROUP, LLC

BY: _____ (L.S.)
BRIAN W. CAGLE
Managing Partner [Title]

Signed, sealed and delivered
before me this 13 day of
December, 2004.

_____
Notary Public



ATTEST:

_____
James Barnes, Secretary

COPY

STATE OF GEORGIA

COUNTY OF HENRY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 21st day of July, 2003, by and between the **CITY OF STOCKBRIDGE, GEORGIA**, a municipal corporation chartered under the laws of the State of Georgia (hereinafter "City") and **ROYCE GRANT** (hereinafter "Owner"). The Property encumbered by this Agreement shall consist one tract of land described in **Exhibit "A,"** which is incorporated herein by reference.

P R E A M B L E :

WHEREAS, Owner owns a tract of land consisting of 15.96 acres, more or less, that is depicted and described in the attached **Exhibit "A"**;

WHEREAS, the Owner desires to develop the Property with townhouses in a profitable manner (the "Project") as depicted in the attached **Exhibit "B"**, consistent with the zoning ordinances of the City (the "Zoning Ordinance"), and has an filed application (a copy of which is included in the Henry County Planning and Zoning Staff Report RZ-03-04 incorporated herein as **Exhibit "C"**) to have the property rezoned to Multi-Family Residence district (RM-2 Townhouses) under the City's Zoning Ordinance;

WHEREAS, the Owner proposes to develop the Property similar to that shown in **Exhibit "B"** hereto attached;

WHEREAS, the State of Georgia has enacted The Georgia Development Impact Fee Act,

codified at O.C.G.A. §§ 36-71-1, *et seq.*, which provides that impact fees may be imposed by counties and municipalities;

WHEREAS, the City is investigating and considering the enactment of impact fee ordinances;

WHEREAS, the City has not represented, nor can it guarantee that its infrastructure and existing public facilities as defined by O.C.G.A. § 36-71-2, are sufficient to accommodate the proposed Project;

WHEREAS, the parties require assurances from the other that certain essential elements will occur in order to facilitate the development of the Property; to insure that the Property will be developed pursuant to the Zoning Ordinance, the zoning conditions imposed by the City, and this Agreement, and any amendments thereto; to preclude litigation; and to coordinate development efforts;

WHEREAS, execution of this Development Agreement is a condition of rezoning;

WHEREAS, the City and Owner are willing to execute this Agreement to verify and achieve all of said purposes.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated and for the sum of ONE AND 00/100 DOLLARS ($1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged and undisputed, the parties agree as follows:

AGREEMENT:

1.

Rezoning Application

The City has found that the application filed with the City for the rezoning of the Property is consistent with zoning policies and goals of the City. Said application has been approved subject to this Agreement and certain conditions. All parties agree that said conditions shall be made a part of the ordinance rezoning the Property. Said zoning shall become effective after the City of Stockbridge City Council passes the Rezoning Ordinance and the parties execute this Agreement.

The parties also acknowledge that the net density restrictions imposed by the Stockbridge Zoning Ordinance are applicable to the Project, and that the Project shall feature no more than forty-eight (48) units.

2.

Zoning Requirements of the Property

The validity and enforceability of this Agreement is conditional upon the City rezoning the Property to the zoning classification as follows.

A) **Rezoning**. The Property described in **Exhibit "A"** for a total of 15.96 acres, more or less, shall be rezoned from Single-Family Residence district (R-2) to Multi-Family Residence district (RM-2 Townhouses).

B) **Requirements Generally**. Owner shall comply with all applicable rules, regulations, and conditions of the Zoning Ordinance, except where specifically excluded herein, in the development of the Property including those expressed herein. For specific

reference, RM ordinance number 03-60, effective on March 10, 2003, shall apply and is attached hereto as **Exhibit "D"** and incorporated herein by reference. In addition to said ordinances, the conditions contained in this Agreement shall apply. If there is a conflict between the Zoning Ordinances and this Agreement, the terms of this Agreement shall control.

C) **Development Conditions.**

1) The following conditions shall apply to the Property.

a) Revise site plan to adhere to all City of Stockbridge RM-2 Ordinance requirements. (Note that approval of this rezoning is not an approval of the site plan submitted.)

b) Maximum building height shall be shown on the site plan.

c) All townhouses shall have a mixture of front facade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design porticos.

d) Owner shall submit elevations of buildings to be approved by the City. Note, however, that the City may approve elevations if it determines that waiting for Staff's review has unreasonably delayed Owner.

e) Each unit elevation per building shall be separate and distinct from the other and shall include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.

f) Each unit shall have different brick, stucco and masonry theme from the other attached units.

g) Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines, have a minimum two and one-half inch (2.5") caliber (d.b.h), shall have a minimum twenty-four foot (24 sq. ft.) planting area and shall be spaced an average of forty-five feet (45') apart. Owner shall provide a list of ten (10) trees to be

COPY

provided and subject to modification by the City.

h) A street scaping plan shall be submitted to Henry County Planning and Zoning Staff for comments and approved by the City to include sidewalks, street trees, landscaping, street lighting and street furniture. Note, however, that the City may approve the street scape plan if it determines that waiting for Staff's review has unreasonably delayed Owner.

i) Any flood plain alteration be supported by a certified engineer at the plan review stage.

j) The Applicant shall submit, to the City Clerk and City Attorney, an updated legal description and plat, certified by an engineer or surveyor licensed in the State of Georgia, of the Property.

k) Owner shall not construct an entrance or exit onto Shields Drive.

l) Owner shall maintain a two hundred foot (200') buffer between the Project and Shields Drive.

m) This rezoning applies to only the Property and shall not be construed as applying to the areas zoned commercial adjacent to the Property.

3.

Variances

No variances shall apply.

4.

Impact on Services

In conjunction with the development of the Property, the person or entity seeking to make such improvements shall satisfy the following requirements:

A) Submission of Plans and Specifications.

Owner shall submit plans and specifications for development of the Property and

construction of any and all improvements thereon in conformance with all applicable rules, regulations, and laws of the State of Georgia, and with all applicable rules, regulations, and ordinances of the City and this Agreement.

B) Traffic and Road Improvements

The person or entity seeking to make improvements on the Property shall pay for road improvement costs or complete road improvements as follows:

1) Deceleration lane into and from the Property.

2) Other road improvement required by Henry County Department of Transportation or the City after review of Plans referenced in subparagraph 4.A. above.

C) Water and Sewerage Improvements.

1) The Owner shall pay the cost to extend or extend at its own expense the existing water main to the Property.

2) The Owner shall pay the cost to extend or extend at its own expense the necessary sewage outfall line to service the Project.

3) The Owner shall be responsible for the development of all water and sewer lines located within the Property.

5.

Impact Fees and Credits

A) Traffic and Road Impact Fees.

If the Owner is assessed at any time in the future traffic and road impact fees by the

City, the Owner will be given credit against such impact fees as an amount equal to: All funds expended by the Owner for improvement of North Henry Boulevard.

B) Water and Sewer Impact Fees.

If water or sewer impact fees are assessed at the time of issuance of building permits, said water or sewer impact fees shall be paid to the City.

6.

Covenants Running With the Land

The terms and conditions of this Agreement shall be binding upon each party and its successors in title and shall run with the title to the Property. Notice of this Agreement shall be filed of record in office of the Clerk of the Superior Court of Henry County, as shown on **Exhibit "E"** hereto attached. Any modifications agreed to by the parties also shall be subject to this notice of filing requirement.

7.

Date of Effectiveness of this Agreement

This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.

8.

Date of Effectiveness of Rezoning

The rezoning set forth in this Agreement shall take effect upon: (i) approval of the rezoning ordinance by the City of Stockbridge City Council; and (ii) the execution of this Agreement.

9.

Relation to Zoning

The terms of this Agreement shall be incorporated into and made a part of any Zoning Approval of the City rezoning the Property. The zoning classifications set forth herein shall be conditioned on the terms of this Agreement and binding on the Owner's successors and assigns. If these terms are modified pursuant to Paragraph 11 of this Agreement, such modifications shall be likewise binding on Owner's successors and assigns.

10.

Previous Written and Oral Statements

All previously written or transcribed plans, documents, letters, notes, minutes, and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties. The parties agree that time shall be of the essence of this Agreement. This Agreement may be executed in counterparts, and each counterpart, and all counterparts together, shall constitute the original Agreement.

11.

Amendment and Modification of Agreement

This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Owner, or the Owner's assigns and successors in title.

12.

Binding Effect

This Agreement shall be binding upon the undersigned and their agents, heirs, administrators, executors, successors, and assigns. This Agreement shall be binding on any person or entity that develops or uses the Property under the zoning classifications granted herein. The parties expressly stipulate that there are no third party beneficiaries to this Agreement.

13.

Future Changes in Development Standards

All development regulations, guidelines, standards, rules, and conditions of the City in effect as of the date of this Agreement and the regulations, guidelines, standards, rules, and conditions of this Agreement shall control over any future changes in the City regulations, guidelines, standards, rules, and conditions.

14.

Captions and Definitions

Captions, the description headings of the separate articles, sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

"Owner" includes Royce Grant and any developer, builder or other person who seeks land disturbance permits for the Property. "Owner" also includes any assignee or successor in interest to the Property.

All terms used in this Agreement which are not otherwise defined herein shall be defined in the manner prescribed by the Zoning Ordinance or RM Ordinance, as applicable.

15.

Severability

The invalidity or unenforceability of any provision of this Agreement shall not effect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

16.

Applicable Law

The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement or the Property without regard to conflicts of laws principles.

17.

Enforcement

1) In the event that Owner, its successors, or its assignees fail to comply with the terms of this Agreement, the City shall be authorized to refuse occupancy permits, construction permits, development permits, and to terminate construction and development of the Property. If Owner, its successors, or its assignees bring an action of any nature or description under this Agreement, or if it becomes necessary for the City to bring such an action, Owner, its successors, or its assignees shall be responsible for reimbursing the City for all costs and expenses, including attorneys fees, incurred in connection with such a proceeding.

2) This agreement may be enforced by the Municipal Court of the City of Stockbridge or any other court having jurisdiction over the same.

18.

Rights Cumulative

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

In the event that Owner, its successors, or its assignees fail to comply with the terms of this Agreement, the City shall be authorized to refuse occupancy permits, construction permits, development permits, and to terminate construction and development of the Property. If Owner, its successors, or its assignees bring an action of any nature or description under this Agreement, or if it becomes necessary for the City to bring such an action, Owner, its successors, or its assignees shall be responsible for reimbursing the City for all costs and expenses, including attorneys fees, incurred in connection with such a proceeding.

19.

Stipulation and Waiver

Owner knowingly and voluntarily waives any right to challenge the validity of this Agreement, in whole or in part, in a court of competent jurisdiction or to seek monetary relief, including but not limited to damages, costs, sanctions, or fees, from the City in connection with this agreement, the zoning of the Property or the development of the Property. Each party agrees to execute this Agreement and any other documents necessary to encumber the Property so as to bind all successors in interest in a similar manner.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this 21st day of July, 2003.

CITY:

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
Honorable R. G. Kelley, Mayor

ATTEST:

_____
Merle Manders, City Clerk

[Seal]

[Signatures on following page]

OWNER:

Royce Grant (L.S.)
ROYCE GRANT

Signed, sealed and delivered
before me this 21st day of
July, 2003.

Joyce Moore
Witness

N.J. Sohler
Notary Public
(Seal)

My commission expires:

6-25-2006

N.J. SOHLER NOTARY PUBLIC COWETA COUNTY GEORGIA EXPIRES: 6-25-2006

EXHIBIT "A"

PLAT AND LEGAL DESCRIPTION OF PROPERTY

COPY

BRUSH CREEK COMMONS

Legal Description

All that tract or parcel of land, containing **15.96 acres** more or less, lying and being in Land Lot 70 and 59 of the 12th District of Henry County, Georgia, as shown on preliminary plat by Bunn Grading Company, Inc., dated 7/14/03, and being more particularly described according to said plat as follows:

COMMENCING at the intersection of the centerline of Askew Road and the northern right-of-way line of State Route 42 and State 138; thence, Southeasterly a distance of 467.58 feet to an iron pin; thence, North 44 degrees 7 minutes 55 seconds East a distance of 225.72 feet to the **POINT OF BEGINNING**; thence, North 44 degrees 22 minutes 29 seconds East a distance of 34.28 feet to a point; thence, South 51 degrees 13 minutes 8 seconds East a distance of 360.00 feet to a point; thence, North 38 degrees 35 minutes 37 seconds East a distance of 360.00 feet a point; thence, North 51 degrees 32 minutes 18 seconds West a distance of 325.00 feet a point; thence, North 44 degrees 8 minutes 4 seconds East a distance of 267.48 feet to a point; thence, North 3 degrees 30 minutes 52 seconds West a distance of 113.75 feet to a point; thence, South 89 degrees 57 minutes 37 seconds East a distance of 280.97 feet to a point; thence South 10 degrees 43 minutes 44 seconds West a distance of 45.70 feet to a point; thence, North 89 degrees 58 minutes 34 seconds East a distance of 694.39 feet to a point on the western right of way line of Shields Drive; thence, along a curve having a radius of 793.27 feet, a chord bearing of South 8 degrees 19 minutes 12 seconds East a distance of 115.57 feet to a point; thence, South 31 degrees 10 minutes 46 seconds a distance of 82.49 feet to a point; thence, South 33 degrees 14 minutes 43 seconds East a distance of 306.52 feet to a point; thence, South 35 degrees 31 minutes 23 seconds East a distance of 135.04 feet to a point; thence, North 89 degrees 4 minutes 1 second West a distance of 1032.00feet to a point; thence, along the eastern right of way line of the proposed street as shown on the attached site plan by Bunn Grading Co. Inc. a distance of 481.91 feet to a point; thence, North 51 degrees 8 minutes 8 seconds West a distance of 25.00 feet to a point; thence, South 38 degrees 51 minutes 52 seconds West a distance of 28.67 feet to a point; thence, North 51 degrees 8 minutes 8 seconds West a distance of 460.68 **POINT OF BEGINNING**.

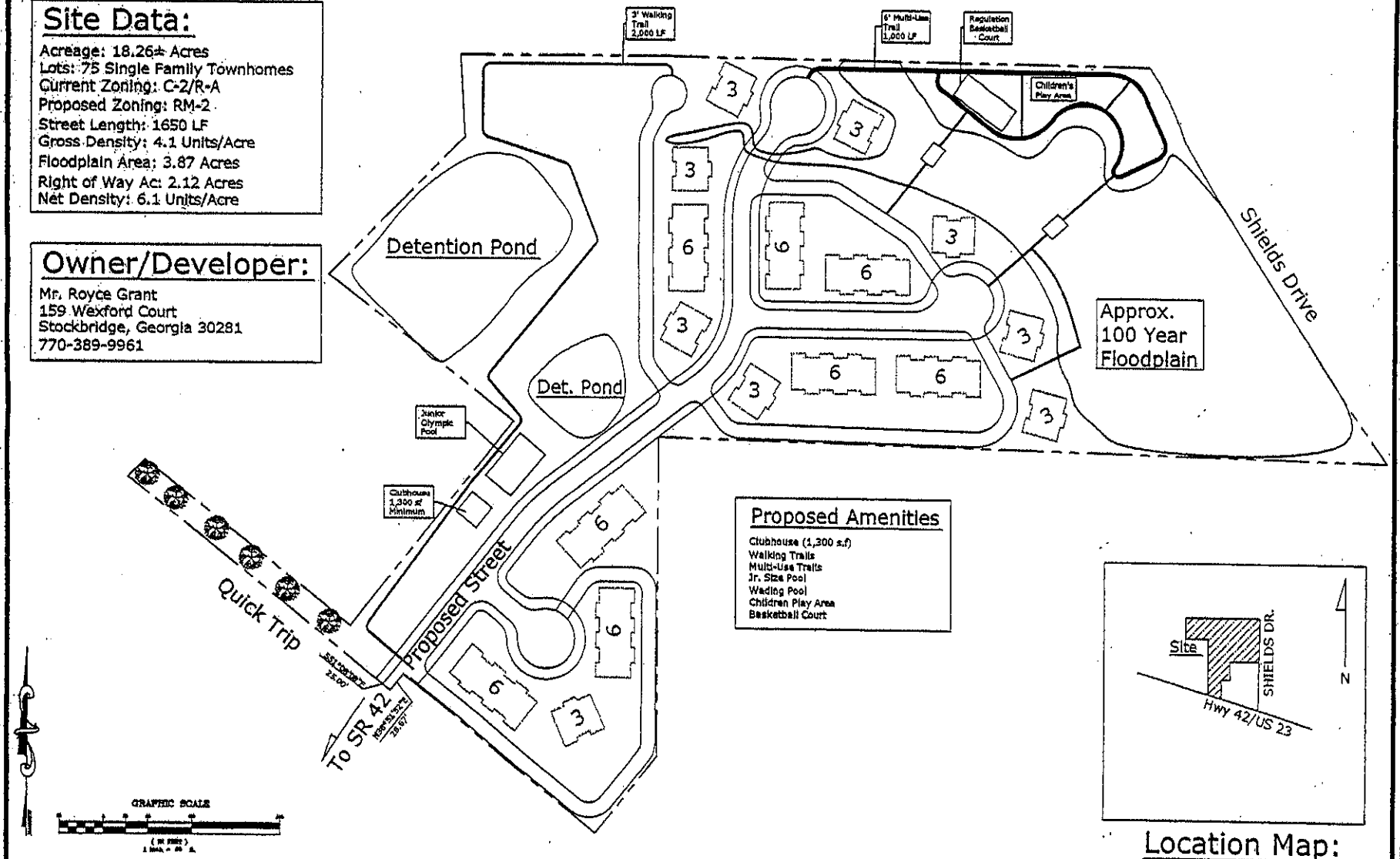
BRUSH CREEK COMMONS

Site Data:

Acreage: 18.26± Acres
Lots: 75 Single Family Townhomes
Current Zoning: C-2/R-A
Proposed Zoning: RM-2
Street Length: 1650 LF
Gross Density: 4.1 Units/Acre
Floodplain Area: 3.87 Acres
Right of Way Ac: 2.12 Acres
Net Density: 6.1 Units/Acre

Owner/Developer:

Mr. Royce Grant
159 Wexford Court
Stockbridge, Georgia 30281
770-389-9961



Proposed Amenities

Clubhouse (1,300 s.f)
Walking Trails
Multi-Use Trails
Jr. Size Pool
Wading Pool
Children Play Area
Basketball Court

Location Map:

(Not to Scale)

Bunn Grading Company, Inc.

BRUSH CREEK COMMONS

Henry County Environmental Health

137 Henry Parkway
McDONOUGH, GEORGIA 30253
770-954-2078 Voice
770-954-2987 Facsimile

June 23, 2003

Mr. Royce Grant
Mandalay Properties
Post Office Box 1274
Stockbridge, Georgia 30281

Re: Rezoning/Level 3 Soil Map
50.58 Acres
Land Lot 149, District 7
Hwy. 81 East and Mayo Road
Henry County

Dear Mr. Grant:

A Level 3 Soil Report by Thomas Macfie indicates that there is enough suitable soil on this tract for the installation of conventional and/or alternative onsite sewage management system. There are some soil classifications on the tract that are not suitable for any type of system. Several lots may also require Level 4 Soil Reports.

This letter is for rezoning purposes only and does not guarantee that Onsite Sewage Management System permits will be issued on every lot in this development. Prior to submission of applications for permits, an official Level 3 Soil Report showing lot lines, numbers and street names must be submitted to this office. The final plat must also have been submitted and lot numbers and locations on the soil report must correspond to the final plat.

Glinda A. Scott
Environmental Health County Manager

Cc: Planning and Zoning

Ray McDonald: "It seems strange, because half way between here and Stockbridge you run into the City limits."

Frank Patrick: "If we were in the City we could get sewer."

Chairman Schafer asked for any additional comments from the Board. He then asked for anyone in opposition or approval from the audience that would like to speak.

Whit Echols: "I am an associate real estate agent with Rucker Company. I am representing the two parties, the buyers and sellers in this thing. You asked about how close this property is to the City limits? (Mr. Echols jumped about two feet.) It is that far. It is one lot away from the City limits. It is right there at it."

The Chairman asked for any further comments. Seeing none, the Chairman reread the item and entertained the motion.

Michael Eddy: "Mr. Chairman, I am going to recommend approval for this facility with the five conditions placed by the Staff. I would like to modify the fifth condition. The applicant had mentioned four sided brick and I would like to have the condition to read 'The façade(s) of the proposed development shall be constructed of brick, stone, stucco or any combination thereof.' I would like to add a condition 6; all rental equipment shall be stored behind the main structure and/or fencing after hours.

Frank Patrick: "And along the side."

Michael Eddy: "As long as the equipment is behind the fence area.

Ray McDonald seconded the motion. The vote was unanimous to approve the motion.

RZ-03-04 Royce Grant of Stockbridge, GA requests a rezoning from RA (Residential Agriculture) and C-2 (General Commercial) to RM-2 (Multiple-Family Residence-Townhouses) in Land Lot(s) 59 and 70 of the 12th District, for property located between Hwy 42/US 23 and Shields Drive. The property contains 18.4+/- acres and the request is to develop a Multiple Family Residential Subdivision. **City of Stockbridge.**

Recommendation

Planning Staff recommends **Approval** of the request by Royce Grant to rezone the subject property from R-2 (Single Family Residence) and C-2 (General Commercial) to RM-2 (Multiple Family Residence District – Townhouses) with the following conditions:

1. Revise site plan to adhere to all City of Stockbridge RM-2 Ordinance requirements.

2. Maximum building height shall be shown on the site plan.

3. All townhouses shall have a mixture of front façade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design porticos.

4. Developer shall submit elevations of the building to be approved by the Planning and Zoning Department.

5. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and or fireplaces.

6. Each unit shall have different brick, stucco and masonry theme from the other attached units.

7. Developer shall install street trees along all streets to be placed between the sidewalk and the front property lines, have a minimum two & half inch (2.5") caliper (d.b.h.), shall have a minimum twenty-four square foot (24 sq.ft.) planting area and shall be spaced an average of forty-five feet (45') apart. Consisting of ginkgo (non-fruit bearing), Japanese zekova and or oak family type.

8. The Building Department shall not issue a building permit until such a time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.

9. A streetscape plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

10. Staff recommends that any floodplain alteration be supported by a certified engineer at the plan review stage.

11. *The applicant must supply adequate documentation to the Planning Staff to ensure right of way from the subject property to North Henry Boulevard, prior to advertising for the City Council.*

Kimberly Smith introduced the item; Dale Hall represented Staff.

Royce Grant and his father Jeff Grant represented this request.

Jeff Grant: "We would like this piece of property to be recommended for approval for single-family town houses. A portion of this property is zoned commercial and a portion is zoned residential. In talking to the City, they would like us to keep that portion commercial."

Chairman Schafer: "Are you aware of the Planning Staff report and their recommendation with ten (10) conditions?"

Jeff Grant: "Yes, we certainly are. Royce is giving out to you right now our response to the ten recommendations. We accept all ten of those with no problem. In particular I would like to point out on 4, 7 and 9, these deal with the elevation of the buildings. As far as the street tress and the landscaping plans, with this being in the City, I guess I will ask Mr. McDonald about this, but I guess the final approval will come from the City of Stockbridge."

Dale Hall: "If I might comment on that. These conditions are saying that Henry County Planning and Zoning Department will do the architectural review and approval of the plan. They want be coming back to the Planning Commission per say, but to the Planning and Zoning Department. The Planning and Zoning Department is the Planning Department for the City of Stockbridge."

Jeff Grant: "The reason I said that is sometimes the County regulations are different from those proposed from the Cities. That is the only reason I asked that. So, I do submit those to the County."

Chairman Schafer: "In reading the Staff's report, I noticed that your request does not comply with the Future Land Use Map; however it does comply with the City of Stockbridge zoning ordinance."

Jeff Grant: "Correct."

Chairman Schafer: "And also in looking at the report I believe there is some discussion about the flood plain and the potential discrepancy on that. I would like to ask Staff to elaborate on that."

Dale Hall: "The survey that was submitted with the application shows a different location of the flood plain area than the actual concept plain. It is very important that the applicant is aware of that because the floodplain shown on the survey is a larger area than what is shown on the conceptual plan, so that will need to be taken care of and will be during the plan review."

Jeff Grant: "We have already had the property engineered and an evaluation done and our engineer will have to put his stamp of approval on it. I don realize that."

Ray McDonald: "do you agree with all these recommendations?"

Jeff Grant: "Yes sir."

Ray McDonald: "I would like to add a number 11, the applicant must supply adequate documentation to the Planning Staff to ensure right of way from the subject property to North Henry Boulevard, prior to advertising for the City Council. There was a question about that."

Jeff Grant: "There was Mr. McDonald. That has already been approved. I think I read it was actually only 6" short. Mr. Welch, here in the City of McDonough, has already handled that for us. That has already been approved by the DOT and the City of Stockbridge."

Ray McDonald: "Could you give then something in writing to that effect?"

Jeff Grant: "Yes sir, we certainly could."

Ray McDonald: "That is what this is asking for."

Dale Hall: "If I may comment further on that. The information we have available says that the City Council approved and adjustment in the road width. The information that we have does not say anything about a right-of-way being deeded over or anything of that sort. We don't want to be sure that you are not a land locked piece and that you have road frontage."

Jeff Grant: "Actually, what we have done is quick Trip and also Stockbridge Commons, which own the property in front of us, both have deeded their right-of-way over to use and therefore we will be deeding that over to the City when the proper time comes. I think they are making us responsible for a bond period."

Ray McDonald: "You are going to call it Brush Creek Commons instead of Stockbridge Commons?"

Jeff Grant: "Brush Creek Commons sound good to us. That is fine."

Ray McDonald: "Yes, it does."

Jeff Grant: "I would like to say this too. It was brought up in some of the conversation. We had some with some of the City officials. I think they would, and you may want to add this as number 12, they would like for us to leave the commercial, it is about four acres as you go in to the right, they would like for us to leave that commercial. If you look at the plan, we will actually loose the first twenty-one lots and we are agreeable to doing that if that is what they require for us to do. We recently learned that the Stockbridge Commons in the front there is going to be a Waffle House going in up at the front right by the Quick Trip. I don't think I am going to build Town Houses behind the Waffle House. I eat there every now and then but I don't think I would want to smell that everyday if I were somebody living there. If that is what the City wants us to do that is what we wants us to do, we are happy to comply with that."

Chairman Schafer: "Sir, I have two questions for you. The first being about the amenities. I noticed that the Staff report also shows a thirteen hundred (1,300) square foot clubhouse, a multi-us trail, Olympic size pool, wading pool, a children's play area, and a basketball court. The applicant has shown the trail as two separate amenities. Staff is counting that as one, therefore the applicant will be required one additional amenity."

Jeff Grant: "That is correct."

Chairman Schafer: "Are you okay with that?"

Jeff Grant: "Yes sir."

Chairman Schafer: "In looking at what you have shown us tonight,"

Jeff Grant: "Mr. Schafer, can I say this. We will agree to whatever the amount of amenities the City of Stockbridge requires. I think their recommendations are you have to have so many amenities for so many units."

Dale Hall: "Yes, there is a sliding scale based upon the amount of buildings that you have. The plans that was shown, in our professional opinion did not meet the required amenities. But as you have just mentioned there is going to be some change due to the flood plain and the commercial area and there will be a reduction in the amenities required."

Jeff Grant: "Correct, and whatever is required we are agreeable to."

Chairman Schafer: "In looking at conditions number 6, 'Each unit shall have different brick, stone, or stucco and masonry theme from the other attached units.' What are you anticipating on the exterior?"

Jeff Grant: "Most of them will be of either brick, stone or stucco. We passed out a layout impacting what you are going to see. Most of those, we are finding out, years ago when people talked about town houses if was just one straight run and everybody's looked the same. Now we have learned that you can offset them a little bit, have different accents at different points as far as entry porches, you can have differences. Each one can have it's own individuality. All the facades will be of brick, stone or stucco."

Chairman Schafer: "In the picture here it looks like some siding."

Jeff Grant: "It will be brick."

Chairman Schafer: "What will the sides and back be?"

Jeff Grant: "The City of Stockbridge actually prefers, we have had conversation with them, they would like to see hardiplank. Also there is a new product out. Whenever you hear the word vinyl everybody says oh, like they don't want vinyl. There is a new product out that we are going to introduce to them and try and have these maintenance free. Most of the people that live there don't want any kind of maintenance whatsoever. The new one is a thicker gauge that if you looked at it you could not tell if I had it hear today if it were actually vinyl or not. It looks real similar to your siding as far as hardiplank. It looks real similar. It is actually more expensive than hardiplank. It is one that is getting a lot of use on the North side right now. It hasn't been used here in this area because of the expense of it. It is actually about 15%, 18% higher than your hardiplank."

Chairman Schafer: "Do you have any idea what these particular units will sell for?"

Jeff Grant: "They will probably start in the low 100s and then I would imagine by the time we get to the back section they would be around 115 to 120 range. We know we are going to start out in the mid 100s range and then go up to 115, 116 range."

Ray McDonald: "Mr. Grant, this plan shows two (2) detention ponds. Isn't there currently a detention pond there?"

Jeff Grant: "Yes sir. Actually there are two (2) of them there. We are reflecting both of them. What it looks like we are going to be able to do is probably consolidate those into one (1) and have one (1) big one for that hole basin area. Those were overbuilt according to our engineer. We hope to consolidate those into one."

Ray McDonald: "Are there two there now?"

Jeff Grant: "Yes sir."

Ray McDonald: "I was under the impression there was just one."

Michael Eddy: "What would be the square footage of most of these town hoses?"

Jeff Grant: "Most of them start about thirteen hundred (1,300) square feet. That is about the minimum."

Michael Eddy: Is that two bedroom, two bath?"

Jeff Grant: "Yes sir."

Michael Eddy: "So for each townhouse you are looking at the same bedroom and bathroom numbers?"

Jeff Grant: "Well you will have some, if you will notice there are runs of three and runs of six there. A lot of the units will go to three bedrooms. Those are like 1,500 and 1,600 square feet."

Ray McDonald: "What about garages?"

Jeff Grant: "Yes sir, they do have garages. There are one car garages."

Michael Eddy: "Where will the garages be at?"

Jeff Grant: "Actually they are going to be at the very front. There are several styles that we are going to build. Some have garages and some don't. It depends. Some people like them and some don't. There are different variations. We build pretty much, you name it and we build it."

Michael Eddy: "Have you built some of these town houses in the area before? Where have you mostly built?"

Jeff Grant: "Most of these, the Forest Homes will be actually building and selling the homes. They have built some in Henry County and built some also in Clayton County. They are a big builder in Clayton County right now."

Ray McDonald: "What are you going to put in that big hoe down there?"

Jeff Grant: "If you will notice Mr. McDonald, we have been hauling in some dirt that has been given to us. The small dent that we have made has been about 120 loads, and that is a very small dent. I think we have budgeted a six-digit figure for dirt, I can tell you. We are hoping we can get by with that."

Ray McDonald: "I trust that you will save as many of those trees as possible, because there are sure a lot of them there."

Jeff Grant: "Yes sir, we will. Let me say this, as being a registered forester, I sit on the City of Atlanta's Tree Ordinance Committee. I just spent one day a week for the last year of my life on the rewriting of the Tree Ordinance for the City of Atlanta. We are very big on tree preservation. We don't believe in this mass grading type of thing. Sometimes you have to if you have some cut and fill areas, but we try to leave it as natural as we possibly can. Yes sir."

The Chairman asked for any final questions from the Board.

Bill McLeer: "I just have one question. You r engineers, you say have looked at this. Are you sure you are going to get seventy-five (75) units?"

Jeff Grant: "Actually Mr. McLeer, I believe what is going to happen is the front four acres as you go in between, where the front 21 lots are, is where the commercial is. It looks like it is going to be in the low to mid fifties to be quit honest with you. We won't be able to get that many."

Bill McLeer: "What will be an average price, about $450 per town house?"

Jeff Grant: "Three to four is typical. A lot of times you have young couples that are just getting married, or single parents, and sometimes you have an elderly couple that is looking for a place that is maintenance free and is close in. That is mainly what out market is."

Chairman Schafer as ked for any opposition to the request. Seeing none, he asked for any final comments from the Board, Staff or Mr. Grant. The chairman then reread the item and entertained the motion.

Ray McDonald: "Mr. Chairman, I move for approval of this request with the eleven (11) recommendations so stated." Thomas Solomon seconded the motion. The vote was unanimous to approve the request.

Brush Creek Commons
Rezoning Application
Planning and Zoning Commission – May 15, 2003

COPY

Zoning Conditions:	**Response:**
1. Revise site plan to adhere to all City of Stockbridge RM-2 Zoning Requirements	Agreed
2. Maximum building height shall be shown on the site plan	Agreed
3. All townhomes shall have a mixture of front façade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design porticos.	Agreed, please see the architectural elevations that are attached
4. Developer shall submit elevations of the buildings to be approved by Henry Co. Planning & Zoning staff.	We will provide a copy to HCPZ; we feel that the final approval should come from the Mayor & Council of Stockbridge.
5. Each unit elevation per building shall be Separate and distinct from the other. To include Variations in rooflines, etc.	Agreed, please see the architectural elevations that are attached.
6. Each unit shall have different brick, etc.	Agreed, please see the architectural elevations that are attached.
7. Developer shall install street trees,....,etc.	We will provide a copy to HCPZ; we feel that the Final approval should come from the Mayor & Council of Stockbridge
8. The Building Department shall not issue a .... Permit until the sewer capacity is verified...	Please note that a letter has been provided by the City of Stockbridge stating that water and sewer is available, the City of Stockbridge should make the final determination as to the sewer capacity.

9. A street scaping plan shall be submitted...,etc.

We will provide a copy to HCPZ; we feel that final Approval should come from the Mayor and Council of Stockbridge

10. Staff recommends that any floodplain alteration be supported by a certified engineer at the plan review stage.

Agreed

EXHIBIT "D"

RM ORDINANCE NUMBER 03-60

Chapter 8.36 ZONING

Section 8.36.100 Multi-family residence district.

A. Purpose. It is the intent of this district to provide for the development of multiple-family residences at moderate to high densities on lots where public water and sewer systems are provided.

B. Definitions. For purposes of this entire section, the following terms shall have the meaning prescribed, unless the context clearly indicates otherwise:

"Amenities" shall mean the area(s) set aside for active and passive recreation for the residents inside the development according to the standards set forth herein. Recreation areas may include passive areas, such as trails, picnic areas or parks with landscaping providing no facilities for active sports; and active areas, with ball fields, soccer facilities, swimming areas, and other facilities for sports activities.

"Carport" shall mean a covered structure used for housing two (2) vehicles that has the following minimum dimensions: vehicular entrance height, eight feet (8'); interior height, eight feet (8'); vehicular entrance width, sixteen feet (16'); and overall carport width and depth, twenty-four feet (24'). The floor shall be constructed of concrete. Concrete floors shall be reinforced, where appropriate, and a minimum of four inches (4") in thickness with appropriate fill and base. Where carports are constructed, such structures shall not be enclosed for living space, storage purposes or any other purpose without first obtaining a variance from the city and constructing an attached residential parking garage.

"Central park" shall mean a park for active or passive recreational use consisting of buildable land. The total area of a central park shall be equal to one (1) acre. A central park must be located in the approximate center of the development relative to the residential buildings located therein.

"City" shall mean the city of Stockbridge or its designee.

"Classification" shall mean the RM-1, RM-2 or RM-3 district referred to herein.

"Commercial area outside the development" means an area not associated within or part of the development in which at least three (3) of any of the following operating commercial establishments are located: retail, office, industrial or manufacturing industrial.

"County" shall mean Henry County or its designee.

"Development plan" shall mean a written and graphic submission for a development which represents a tract of land, proposed development, the location and bulk of buildings and other structures, the calculation of all impervious surfaces, density of development, public and private streets, parking facilities, common open space, sidewalks and multiuse paths, and all amenities.

"Dwelling unit" shall mean one (1) room, or rooms connected together, constituting a separate, independent housekeeping establishment for tenant occupancy, for rental or lease on a weekly, monthly or longer basis and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent living, sleeping, toilet and single cooking facilities.

"Facade" shall mean all exterior faces of a building except eaves and corners.

"Impervious cover" or impervious surface shall mean any roads, driveways, parking areas, buildings, swimming pools, concrete, pavement, rooftop landscapes and other impermeable construction covering the natural land surface which impedes or blocks the free passage of water, air or nutrients through the soil to the natural watershed, aquifer or water zone located below the surface. Surface materials which have been tested and marketed as providing some level of perviousness (e.g., such as pavers) and have a life span comparable to or better than that of asphalt may be used and its rated perviousness may be factored into the calculation of impervious cover after review and approval of the rating by the city or its designee. Except as otherwise provided in this section, impervious cover is the total horizontal area of covered spaces, paved areas, walkways and driveways in a proposed development. Impervious cover excludes ponds and areas with gravel placed over pervious surfaces that are used only for

landscaping or by pedestrians. For an uncovered wood deck that has drainage spaces between the deck boards and that is located over a pervious surface, fifty percent (50%) of the horizontal area of the deck is included in the measurement of impervious cover.

"Maximum allowable net density" shall mean the total number of dwelling units or housing structures per unit of land based on the net useable acres. The maximum allowable net density shall not exceed the density established by this section and applicable law.

"Multiple family dwellings" shall mean apartment buildings and other multiple family dwellings other than fee simple town homes and fee simple condominiums.

"Net useable acres" (n.u.a.) shall mean the total acreage of a proposed development under this classification, less any streets, rights-of-way and public lands.

"One hundred (100) year flood plain" shall mean any land susceptible to being flooded or inundated by water during a storm or other weather event with accumulated precipitation of a measured amount which occurs, on average, once every one hundred (100) years. This definition shall include, without limitation, any land identified on the Flood Insurance Rate Map as being within a delineated zone of special flood hazard.

"Owner" shall mean all parties applying for rezoning, including but not limited to the property owner and his agents or assigns.

"Parking space, off-street" shall mean any off-street parking space consisting of a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room.

"Pocket park" shall mean a park for active or passive recreational uses consisting of buildable land. The total area of the pocket park shall be one (1) acre. This area requirement for pocket parks may be divided in half where the development will provide two or more pocket parks. Where required, pocket parks shall be located in those parts of the development which are at the greatest walking distance from the highest amenities based upon the area occupied by that amenity.

"Private alleyway" shall mean an alley located in the rear of apartments, townhouses or condominiums in RM-1, RM-2 or RM-3 districts, respectively, that provides residents with vehicular access. Private alleyways shall be maintained pursuant to the rules, regulations and policies of the city at the expense of the adjoining property owners, homeowners' associations or condominium associations. The developer or landowner shall grant the appropriate easement so that the public may use the private alleyway. Private alleyways shall be constructed to meet the following requirements: Private alleyways shall be a minimum of eighteen feet (18') in width, and sixteen feet (16') thereof shall be paved with concrete or asphalt. Concrete alleyways shall be reinforced and have a minimum depth of six inches (6"). Asphalt alleyways shall consist of a minimum of two inches (2") of type "E" or "F" asphalt topping, binder and six inches (6") of aggregate base. Curbs and gutters are not required. Private alleyways shall not have dead-ends. Private alleyways, at a minimum, shall be constructed so as to provide adequate turning radii onto public streets, driveways, residential parking garages and carports for full-size, noncommercial, two-axle vehicles. Curbs and gutters should be provided, but are not required. Private alleyways shall not have dead-ends.

"Residential parking garage" shall mean an enclosed structure attached to or part of the principal dwelling used for housing at least two (2) vehicles that has the following minimum dimensions: vehicular entrances height, ten feet (10'); interior height, eight feet (8'); vehicular entrance width, sixteen feet (16'); and overall garage width and depth, twenty-four feet (24'). The overall garage width and depth of a residential parking garage for a town home unit can be twenty feet (20'). The floor shall be constructed of concrete. Concrete floors shall be reinforced, where appropriate, and a minimum or four inches (4") in thickness with appropriate fill and base. Where residential parking garages are constructed, such structures shall not be enclosed for living space, storage purposes or any other purpose without first obtaining a variance from the city and constructing an attached residential parking garage to the main residential structure. The residential parking garage shall be kept clear so that a minimum of one (1) vehicle may be parked in the garage at all times.

C. Multi-family residential districts are divided into three (3) categories: apartments (RM-1), fee simple town homes (RM-2) and condominiums (RM-3).

D. Multi-Family Residential District--Apartments--RM-1.

1. Permitted Uses.

a. Multiple-family dwellings, excluding fee simple townhouses and fee simple condominiums.

b. Local, state and federal governmental buildings.

c. Publicly owned and operated parks and recreation areas.

d. Temporary buildings and storage of materials in conjunction with construction of a building on a lot or adjacent lots where residential construction is taking place.

2. Accessory Uses. None.

3. Conditional Uses. There are no conditional uses.

4. Conditional Exceptions. There are no conditional exceptions.

5. Development Standards. The following development standards shall apply except to the extent permitted under subsection 9 below:

a.	Per acre that is located outside of the one hundred (100) year flood plain	Four (4) apartment dwelling units.
b.	Minimum lot width	One hundred feet (100').
c.	Minimum front yard	Sixty feet (60') from right-of-way line.
d.	Minimum side yard	Twenty feet (20').
e.	Minimum distance between buildings	Forty feet (40').
f.	Minimum rear yard	Forty feet (40').
g.	Maximum height	The lesser of forty-five feet (45') or four (4) stories.
h.	Minimum floor area (heated space)	Nine hundred (900) square feet for a one (1) bedroom unit; one thousand two hundred (1,200) square feet per two (2) bedroom unit; and for three (3) or more bedroom units, two hundred (200) additional square feet per bedroom.
i.	Curb and	Required.

	gutter	
j.	Paved driveway	Required; located in rear of residential structure.
k.	Public alleyway	Required.
l.	Public sewage system	Required.
m.	Public water system	Required.
n.	Parking	Required; for units without residential parking garages, two (2) off-street parking spaces for each one (1) or two (2) bedroom apartment and one (1) additional off-street parking space for each additional bedroom are required. For units with a residential parking garage, one (1) additional off-street parking space is required for the third and each additional bedroom. Where residential parking garages are provided, driveways shall not count as off-street parking spaces in satisfaction of this requirement.
o.	Residential parking garage	A residential parking garage is required for at least twenty-five percent (25%) of the units; such structures shall be attached to the main structure.
p.	Sidewalk	Required; on both sides of all streets within any development developed under

		the standards of this district. Sidewalks must be made of concrete a minimum of four inches (4") in depth and four feet (4') in width and located at least four feet (4') from the backside of the curb so as to provide a buffer between the street and sidewalk. A multiuse path, as described in subparagraph (q), may be substituted for a sidewalk.
q.	Multiuse paths	(1) Multiuse paths are required in all developments developed under the standards of this district. Such paths shall be constructed to connect residential lots with all the amenity areas of the development. (i) To ensure the greatest practicable connectivity, multiuse paths shall be located in accordance with either or a combination of both of the following plans: (1) multiuse paths constructed along the perimeter of the development shall be accessible to residents within the interior of the development via sidewalks, streets or alleys and/or (2) multiuse paths constructed in the interior of the development shall run along at least one (1) side of

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each street in the development so as to be accessible to residents living along those streets. The final placement of the multiuse paths under either or a combination of the above plans shall be approved during the review and approval process for the final plat or each final plat if the development is developed in phases.

(ii) The land owner or developer shall extend the multiuse path from the development to the nearest commercial area outside the development or to the nearest existing multiuse path that provides such connectivity. Upon application by the owner or developer, however, the city reserves the right to reduce, eliminate or modify this requirement if: (1) the landowner or developer tenders to the city or its designee funds, equal to the amount which would be expended by the developer to design and construct the multiuse path extension required under this subsection; (2) the city or its designee confirm that the funds deposited will be used for design and

construction of a multiuse path benefitting the public at large, consistent with applicable law; (3) the city or its designee votes to accept such funds and exercise the right to reduce, eliminate or modify the multiuse path requirement in this subsection in a manner and to a degree acceptable to the landowner or developer; (4) the city or its designee places such funds in escrow to be used solely for the purposes outlined in this section; and (5) all documents necessary to satisfy this section are executed, subject to approval by the city attorney as to form. In determining whether to reduce, eliminate or modify the multiuse path requirement under this subsection, the city or its designee shall consider whether doing so will promote public health, safety and welfare by enabling the public at large to receive a higher quality multiuse path in a more cost-efficient manner than would be provided by the developer.

(iii) Multiuse paths may not be constructed in lieu of streets or alleyways, nor may streets or alleyways

constitute any portion of multiuse paths except where such paths cross over the width of a street or alleyway. An alleyway may constitute a multiuse path where it is at least twenty-two feet (22') in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four feet (4') of the width a the path is solely for pedestrian use, and it connects to all areas of the development. At least twenty feet (20') of such an alleyway shall be paved with concrete or asphalt.

(iv) The developer or land owner shall grant the appropriate easement so that the public may use the multiuse paths or

dedicate the multiuse path to the city for public use.

(v) Multiuse paths shall be constructed of concrete, asphalt, some pervious material approved by the city or a combination thereof. If pervious material is used, it shall not be a loose material (e.g., wood chips, gravel, sand or dirt), and it shall have a life

		span comparable to or better than that of asphalt. Multiuse paths shall be a minimum of four inches (4") in depth, ten feet (10') in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four feet (4') of the width of the path is for pedestrian use while the remaining portion of the width of the path may be used for bicycles and motorized carts.
r.	Central garbage facility	Required development shall provide centralized garbage facilities for garbage and refuse collection. Individual residential garbage pick-up per unit shall not be permitted.
s.	School children waiting area	A covered structure to house school-aged children waiting for transportation to school is required at the main entrance in all developments developed under the standards of this district. (i) The structure must be built of sufficient size to house all children of school age residing within the development. (ii) The main entrance to all developments must also provide a turnaround area

		with a minimum turning radius of forty feet (40') to allow any Henry County school bus to turn around in one (1) continuous movement.

6. Amenities.

a. Required Amenities. Except as otherwise provided for herein, all developments under this section shall feature a clubhouse consisting of a minimum of one thousand three hundred (1,300) square feet, a junior-size Olympic pool and a children' s play area, and, if subject to the requirements in subsection 9 below, additional amenities shall be required. The developer of the property shall satisfy this requirement prior to the completion of fifty percent (50%) of the development. When additional amenities are required, the developer of the property shall select from the following list the additional required amenities, or such other amenities of equal or greater value as the city council may approve:

A wading pool for children, in addition to the adult sized pool, consisting of a minimum of two hundred (200) square feet.

Tennis courts--one lighted and enclosed facility featuring a minimum of two (2) playing courts.

Walking trails--at least two thousand feet (2,000') in length, three feet (3') in width. Multiuse paths can constitute walking trails so long as they are appropriately demarcated to designate that at least four feet (4') of the width is solely for pedestrian use.

A central park or pocket park; unless approved by city council, only one (1) of either type of park may be counted towards satisfaction of the amenity requirement.

A baseball field--(reg.) regulation size.

A baseball field--(LL) little league size.

A softball field regulation size--(adult).

A soccer field--regulation size.

A multiuse field--football and soccer.

A multiuse field--football and baseball.

A football field--regulation size.

A lake--with fishing dock and boat access.

A regulation-size basketball court with two backboards, hoops, net structures, and enclosed with wire fencing eight feet (8') in height.

b. Multiple District Development. Where a development developed under these standards includes any combination of RM-1, RM-2 or RM-3 districts, the amenity package required can be consolidated. The city shall determine the required amenity package at the time of zoning.

7. Residential Facades. Within a development developed under the standards of this district, building facades shall consist of no less than fifty percent (50%) brick. The remaining facades shall consist, in any ratio the developer chooses, of stucco, stone, hardiplank or other masonry siding approved by the council, wood, or any combination thereof. Vinyl or aluminum siding shall not be permitted, except by variance.

8. Maximum Density. Except as otherwise provided for in subsection 9 below, the maximum permissible density for a multiple-family development shall be four (4) apartment dwelling units per acre.

9. Increased Density Provisions.

a. Apartment developers may request an increase in density up to eight (8) apartment dwelling units per usable acre.

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b. If an applicant seeks increased density under this subsection, the following rules shall apply:

(1) Applicant must establish, with multiple surveys and calculations certified by a registered engineer, that increasing the maximum height of the structures to be constructed in a manner not to exceed four (4) stories will permit the increased number of dwelling units to occupy land equal to or less than the amount of land which would be otherwise occupied by the number of multi-family units that could ordinarily be constructed on the property under the provisions of this section.

(2) Applicant shall construct the required amenities under subsection 6 above.

(3) Applicant shall construct the additional amenities based upon the number of apartment units included in each development, as follows:

Units	Amenities Required
0--25	Required amenities
26--50	Three (3) additional amenities

One (1) additional amenity for each fifty (50) units, or part thereof, above fifty (50).

(4) None of the facilities referred to in this section may be used jointly for the purpose of complying with the foregoing requirements.

(5) All areas that are not transferred as provided under the definition of net useable acres, used for the construction of amenity packages, parking and other nonresidential components required under the ordinance, or for the apportioned dwelling units themselves, shall be left in their natural state and shall remain part of the title to the zoned property and shall not be conveyed as a separate tract of land.

(6) A notice shall be filed of record in the office of the clerk of the Henry County Superior Court sufficient to give notice of these restrictions to subsequent owners of the property.

(7) Building Facades. Building facades should consist of no less than seventy percent (70%) brick or rock. The remaining facade shall consist of hardiplank, stucco or other masonry siding approved by the council.

(8) Applicant shall provide, for units without a residential parking garage, two (2) off-street parking spaces for each one (1) bedroom apartment and three (3) off-street parking spaces per dwelling unit with two (2) or three (3) bedrooms and one (1) additional off-street parking space per apartment with over three (3) bedrooms. Where residential parking garages are provided, driveways shall not count as parking spaces in satisfaction of this provision.

(9) Applicant shall maintain a thirty foot (30') planted buffer along the proposed development where it abuts adjoining properties and public roadways. Where vegetation is limited in density, the developer shall plant trees consistent with existing vegetation and the approved buffer plan.

10. Maximum Acreage. The maximum permissible acreage for a multiple-family development shall be thirty (30) acres, unless the development is part of a planned development district as defined in Section 3-I7-157.

11. Miscellaneous Provisions.

a. Any portion of a multiple-family site that is located in the one hundred (100) year flood plain area or consists of a wetland will not normally be included in the density calculation. However, the city reserves the right to issue a variance on the method of calculation of maximum permissible density as it applies to areas designated as flood plain or wetland on a case by case basis, consistent with this section. Fifty percent (50%) of the acreage within the one hundred (100) year flood zone, or wetlands may be included in the computation of the n.u.a. if such acreage has been deeded, in accordance with the procedures under this definition, in fee simple to the city, some other public entity or a nonprofit organization, any of which will maintain such

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land in its natural, undeveloped state in perpetuity. The deeding process of land in the one hundred (100) year flood zone or wetlands shall be as follows: (1) such land must be offered first to the city; (2) if the city declines to accept the deed to such land, then it may be offered to some other public entity; (3) if no other public entity accepts the deed to such land, then it may be offered to a non-profit organization after such organization has been approved by the city to accept the deed to such land. Easements for drainage, sanitary sewer, buffers, etc., shall not be excluded from the calculation of net usable acres.

b. Impervious Cover Requirements. The development plan shall demonstrate that the development will comply with all impervious cover requirements set forth in the city zoning ordinance, watershed ordinances, wetland ordinance, soil erosion and sedimentation control ordinance, stormwater ordinance and groundwater recharge ordinance, as applicable. Under no circumstances, however, shall impervious cover exceed twenty-five percent (25%) of the land area of any parcel on which a new development is placed that is located in a watershed protection district. The impervious requirement shall be certified by a licensed surveyor, engineer, landscape architect or any other professional authorized to render similar services under state law.

c. If the property is developed as a gated community, the gate must be maintained and monitored by the owners of the property at their expense.

d. Final plans of the development showing lot dimensions, buffers, landscaping, amenities and all calculations required by this section shall be reviewed and approved by the city or its designee prior to building permits being issued.

e. All yards referenced in this code section shall be sodded yards.

f. In the event of a conflict between this section and any other code provision, the terms of this section shall control.

E. Multiple Family Residence District--Townhouses--RM-2.

1. Purpose. It is the intent of this district to provide for the development of fee simple townhouses at moderate to high densities on lots where public water and sewer systems are provided.

2. Definitions. These definitions apply to this subsection E only.

"Lot" shall mean that parcel of land used to develop more than one (1) townhouse unit as part of a common development, rather than each individual parcel of real property owned in fee simple by the individual townhouse owner.

"Townhouse" shall mean a fee simple townhome and the land upon which it is located, which is a type of dwelling unit normally having two (2), but sometimes three (3), stories; connected to another townhome by a common wall that entirely adjoins the dwelling units; and commonly sharing ownership in common the surrounding grounds.

3. Permitted Uses;

a. Fee simple townhouses;

b. Local, state and federal governmental buildings;

c. Publicly owned and operated parks and recreation areas;

d. Temporary buildings and storage of materials in conjunction with construction of a building on a lot or adjacent lots where residential construction is taking place.

4. Accessory Uses. None.

5. Conditional Uses. Upon application to and recommendation by the planning commission, and favorable decision thereon by the city council, the following conditional uses are permitted in this district:

There may be an exception to the definition townhome granted where, for instance, the contour, shape, size, location, geology and topography of the land do not allow the adjoining common walls to be connected in their entirety. If any such exception is granted, the units shall be one hundred percent (100%) brick or stone on all exterior facades.

6. Conditional Exceptions. There are no conditional exceptions.

7. Development Standards. The following development standards shall apply except to

the extent permitted under subsection 11:

a.	Per acre that is located outside of the one hundred (100) year flood plain	Five (5) townhouse dwelling units per acre.
b.	Minimum lot width	One hundred (100) feet.
c.	Minimum unit width	Twenty (20) feet.
d.	Minimum front yard	Twenty (20) feet from right-of-way line.
e.	Minimum distance between buildings	Forty (40) feet.
f.	Minimum rear yard	Thirty (30) feet.
g.	Maximum height	The lesser of forty-five (45) feet or four (4) stories.
h.	Minimum floor area (heated space)	One thousand (1,000) square feet for a one (1) bedroom unit; one thousand three hundred (1,300) square feet per two (2) bedroom unit; one thousand four hundred (1,400) square feet per three (3) bedroom unit; and two hundred (200) additional square feet per additional bedroom.
i.	Maximum units per building	Five (5).
j.	Curb and gutter	Required.
k.	Paved driveway	Required; located in rear of building.
l.	Private alleyway	Required.

m.	Public sewage system	Required.
n.	Public water system	Required.
o.	Parking	Required; one (1) additional off-street parking space for the third and each additional bedroom. Where residential parking garages are provided, driveways shall not count as parking spaces in satisfaction of this requirement.
p.	Residential parking garage	A residential parking garage is required for each unit; such structures shall be attached to the main structure, and only accessible from the rear of the building. A private alleyway for access to all garages is required.
q.	Sidewalk	Required; on both sides of all streets within any development developed under the standards of this district. Sidewalks must be made of concrete a minimum of four inches (4") in depth and four feet (4') in width and located at least four feet (4') from the backside of the curb so as to provide a buffer between the street and sidewalk. A multiuse path, as described in subparagraph (r), may be substituted for a

		sidewalk.
r.	Multiuse paths	(1) Multiuse paths are required in all developments developed under the standards of this district. Such paths shall be constructed to connect residential lots with all the amenity areas of the development. (i) To ensure the greatest practicable connectivity, multiuse paths shall be located in accordance with either or a combination of both of the following plans: (I) multiuse paths constructed along the perimeter of the development shall be accessible to residents within the interior of the development via sidewalks, streets or alleys and/or (2) multiuse paths constructed in the interior of the development shall run along at least one (1) side of each street in the development so as to be accessible to residents living along those streets. The final placement of the multiuse paths under either or a combination of the above plans shall be approved during the review and approval process for the final plat or each final plat if the development is developed in

		phases. (ii) The land owner or developer shall extend the multiuse path from the development to the nearest commercial area outside the development or to the nearest existing multiuse path that provides such connectivity. Upon application by the owner or developer, however, the city reserves the right to reduce, eliminate or modify this requirement if: (1) the landowner or developer tenders to the city or its designee funds, equal to the amount which would be expended by the developer to design and construct the multiuse path extension required under this subsection; (2) the city or its designee confirms that the funds deposited will be used for design and construction of a multiuse path benefitting the public at large, consistent with applicable law; (3) the city or its designee votes to accept such funds and exercise the right to reduce, eliminate or modify the multiuse path requirement in this subsection in a manner and to a degree acceptable to the landowner or

developer; (4) the city or its designee places such funds in escrow to be used solely for the purposes outlined in this section; and (5) all documents necessary to satisfy this section are executed, subject to approval by the city attorney as to form. In determining whether to reduce, eliminate or modify the multiuse path requirement under this subsection, the city or its designee shall consider whether doing so will promote public health, safety and welfare by enabling the public at large to receive a higher quality multiuse path in a more cost-efficient manner than would be provided by the developer.

(iii) Multiuse paths may not be constructed in lieu of streets or alleyways, nor may streets or alleyways constitute any portion of multiuse paths except where such paths cross over the width of a street or alleyway. An alleyway may constitute a multiuse path where it is at least twenty-two feet (22') in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate

			that at least four feet (4') of the width of the path is solely for pedestrian use, and it connects to all areas of the development. At least twenty feet (20') of such an alleyway shall be paved with concrete or asphalt. (iv) The developer or land owner shall grant the appropriate easement so that the public may use the multiuse paths or dedicate the multiuse path to the city for public use. (v) Multiuse paths shall be constructed of concrete, asphalt, some pervious material approved by the city or a combination thereof. If pervious material is used, it shall not be a loose material (e.g., wood chips, gravel, sand or dirt) and it shall have a life span comparable to or better than that of asphalt. Multiuse paths shall be a minimum of four inches (4") in depth, ten feet (10') in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four feet (4') of the width of the path is for pedestrian use while the remaining portion

		of the width of the path may be used for bicycles and motorized carts.
s.	Central garbage facility	Required; development shall provide centralized garbage facilities for garbage and refuse collection. Individual residential garbage pick-up per unit shall not be permitted.
t.	School children waiting area	A covered structure to house school aged children waiting for transportation to school is required at the main entrance in all developments developed under the standards of this district. (i) The structure must be built of sufficient size to house all children of school age residing within the development. (ii) The main entrance to all developments must also provide a turnaround area with a minimum turning radius of forty feet (40') to allow any Henry County school bus to turn around in one (1) continuous movement.

8. Amenities.

a. Required Amenities. Except as otherwise provided for herein, all developments under this section shall feature a clubhouse consisting of a minimum of one thousand three hundred (1,300) square feet, a junior-size Olympic pool, and a children' s play area. If subject to the requirements in subsection 11 below, additional amenities shall be required. The developer of the property shall satisfy this requirement prior to the completion of fifty percent (50%) of the development. When additional amenities are required, the developer of the property shall select from the following list of the additional required amenities or such other amenities of equal or greater value

as the city council may approve:

A wading pool for children, in addition to the adult sized pool, consisting of a minimum of two hundred (200) square feet.

Tennis courts--one lighted and enclosed facility featuring a minimum of two (2) playing courts.

Walking trails--at least two thousand feet (2,000') in length, three feet (3') in width; multiuse paths can constitute walking trails so long as they are appropriately demarcated to designate that at least four feet (4') of the width of the path is solely for pedestrian use.

A central park or pocket park; unless approved by city council, only one (1) of either type of park may be counted towards satisfaction of the amenity requirement.

A baseball field--(reg.) regulation size.

A baseball field--(LL) little league size.

A softball field--regulation size (adult).

A soccer field--regulation size.

A multiuse field--football and soccer.

A multiuse field--football and baseball.

A football field--regulation size.

A lake--with fishing dock and boat access.

A regulation-size basketball court with two (2) backboards, hoops, net structures and enclosed with wire fencing eight feet (8') in height.

b. Multiple District Development. Where a development developed under these standards includes any combination of RM-1, RM-2 or RM-3 districts, the amenity package required can be consolidated. The city shall determine the required amenity package at the time of zoning.

9. Residential Facades. Within any development developed under the standards of this district, a minimum of twenty percent (20%) of the townhome units shall be brick on all exterior facades, and twenty percent (20%) of the townhome units shall be stucco, stone, brick or any combination thereof on all exterior facades. In addition, thirty percent (30%) of the townhome units shall have a front facade consisting entirely of stucco, stone, brick or any combination thereof. The remaining fifty percent (50%) of the townhome units shall consist, in any ratio the developer chooses, of stone, brick, stucco, hardiplank, other masonry siding, wood or any combination thereof. Of the ten percent (10%) of the townhome units required to be brick on all exterior facades, no less than fifty percent (50%) must be units on the end of a building. The remaining facade shall consist of hardiplank, stucco or other masonry siding approved by the city council. Vinyl or aluminum siding shall not be permitted, except by variance.

10. Maximum Density. Except as otherwise provided for in subsection 11 below, the maximum permissible density for a multiple-family development shall be five (5) townhouse dwelling units per acre. Impervious area for any development shall not exceed twenty-five percent (25%) of the land developed.

11. Increased Density Provisions.

a. Townhouse developers may request an increase in density up to eight (8) townhouse dwelling units per usable acre.

b. If an applicant seeks increased density under this subsection, the following rules shall apply:

(1) Applicant must construct the required amenities under subsection 8 above.

(2) Applicant must construct the additional amenities based upon the number of townhouses included in each development, as follows:

Units	Amenities Required
0--25	Required amenities
26--50	Three (3) additional

One (1) additional amenity for each fifty (50) units, or part thereof, above fifty (50).

(3) None of the facilities referred to in this section may be used jointly for purpose of complying with the foregoing requirements.

(4) All areas that are not transferred as provided under the definition of net usable areas, used for the construction of amenity packages, parking and other nonresidential components required under the ordinance, or used for the townhomes themselves, shall be left in their natural state and shall remain part of the title to the zoned property and shall not be conveyed as a separate tract of land.

(5) A notice shall be filed of record in the office of the clerk of the Henry County Superior Court sufficient to give notice of these restrictions to subsequent owners of the property.

(6) No less than thirty-five percent (35%) of all townhome units shall be brick on all exterior facades, and thirty-five percent (35%) of the townhome units shall be stucco, stone, brick or any combination thereof on all exterior facades. Of those thirty-five percent (35%) townhome units required to be brick on all exterior facades, no less than fifty percent (50%) must be units on the end of a building. The remaining thirty percent (30%) of the townhome units shall consist, in any ratio the developer chooses, of stone, brick, stucco, hardiplank or any other masonry siding, wood or any combination thereof. The remaining facade shall consist of hardiplank, stucco or other masonry siding approved by the city council.

(7) Applicant shall maintain a thirty foot (30') planted buffer along the proposed development where it abuts adjoining properties and public roadways. Where vegetation is limited in density, the developer shall plant trees consistent with existing vegetation and the approved buffer plan.

12. Maximum Acreage. The maximum permissible acreage for a multiple-family development shall be thirty (30) acres, unless the development is part of a planned development district as defined in Section 3-17-157.

13. Miscellaneous Provisions.

a. Any portion of a multiple-family site that is located in the one hundred (100) year flood plain area or consists of a wetland will not normally be included in the density calculation. However, the city reserves the right to issue a variance on the method of calculation of maximum permissible density as it applies to areas designated as flood plain or wetland on a case by case basis, consistent with this section. Fifty percent (50%) of the acreage within the one hundred (100) year flood zone, or wetlands may he included in the computation of the n.u.a. if such acreage has been deeded, in accordance with the procedures under this definition, in fee simple to the city, some other public entity or a nonprofit organization, any of which will maintain such land in its natural, undeveloped state in perpetuity. The deeding process of land in the one hundred (100) year flood zone or wetlands shall be as follows: (1) such land must be offered first to the city; (2) if the city declines to accept the deed to such land, then it may be offered to some other public entity; (3) if no other public entity accepts the deed to such land, then it may be offered to a nonprofit organization after such organization has been approved by the city to accept the deed to such land. Easements for drainage, sanitary sewer, buffers, etc., shall not be excluded from the calculation of net usable acres.

b. Impervious Cover Requirements. The

development plan shall demonstrate that the development will comply with all impervious cover requirements set forth in the city zoning ordinance, watershed ordinances, wetland ordinance, soil erosion and sedimentation control ordinance, stormwater ordinance and groundwater recharge ordinance, as applicable. Under no circumstances, however, shall impervious cover exceed twenty-five percent (25%) of the land area of any parcel on which a new development is placed that is located in a watershed protection district. The impervious requirement shall be certified by a licensed surveyor, engineer, landscape architect or any other professional authorized to render similar services under state law.

c. If the property is developed as a gated community, the gate must be maintained and monitored by the owners of the property at their expense.

d. Final plans of the development showing lot dimensions, buffers, landscaping, amenities and all calculations required by this section shall be reviewed and approved by the city or its

designee prior to building permits being issued.

e. All yards referenced in this code section shall be sodded yards.

f. In the event of a conflict between this section and any other code provision, the terms of this section shall control.

F. Multiple Family Residence District--Condominiums--RM-3.

1. It is the intent of this district to provide for the development of fee simple condominiums at moderate to high densities on lots where public water and sewer systems are provided.

2. Definitions. These definitions will apply to this subsection F only.

"Lot" shall mean that parcel of land used to develop more than one (1) condominium unit as part of a common development.

"Condominium" shall mean a system of separate ownership of individual units connected to another condominium by a common wall that adjoins the dwelling units in a multiple unit building whereby ownership of individual units is in fee simple, together with an undivided (or shared) ownership interest in certain common property referred to as common elements.

3. Permitted Uses.

a. Fee simple condominiums;

b. Local, state and federal governmental buildings;

c. Publicly owned and operated parks and recreation areas;

d. Temporary buildings and storage of materials in conjunction with construction of a building on a lot or adjacent lots where residential construction is taking place.

4. Accessory Uses. None.

5. Conditional Uses. There are no conditional uses.

6. Conditional Exceptions. There are no conditional exceptions.

7. Development Standards. The following development standards shall apply except to the extent permitted under subsection 9 below:

a.	Per acre that is located outside of the one hundred (100) year flood plain	Six (6) condominium dwelling units per acre.
b.	Minimum lot width	One hundred feet (100').
c.	Minimum front yard	Sixty feet (60') from right-of-way line.
d.	Minimum rear	Forty feet (40').
e.	Minimum distance between buildings	Forty feet (40').
f.	Maximum height	The lesser of forty-five feet (45') or four (4) stories.
g.	Minimum floor area (heated space)	One thousand (1,000) square feet for a one (1)

		bedroom unit; one thousand three hundred (1,300) square feet per two (2) bedroom unit; and for units with three (3) or more bedrooms, two hundred (200) additional square feet per additional bedroom.
h.	Maximum units per building	Eight (8).
i.	Curb and gutter	Required.
j.	Paved driveway	Required; located in rear of residential structure.
k.	Private alleyway	Required.
l.	Public sewage system	Required.
m.	Public water system	Required.
n.	Parking	Required; one (1) additional off-street parking space for the third and each additional bedroom. Where residential parking garages or carports are provided, driveways shall not count as parking spaces in satisfaction of this requirement.
o.	Residential parking garage/carport	Either a residential parking garage or carport is required for each unit; such structures shall be attached to the main structure and only accessible from the rear of the building. A private alleyway for access to all

		garages is required.
p.	Sidewalk	Required; on both sides of all streets within any develop-ment developed under the standards of this district. Sidewalks must be made of concrete a minimum of four inches (4") in depth and four feet (4') in width and located at least four feet (4') from the backside of the curb so as to provide a buffer between the street and sidewalk. A multiuse path, as described in subparagraph (q), may be substituted for a sidewalk.
q.	Multiuse paths	(1) Multiuse paths are required in all developments developed under the standards of this district. Such paths shall be constructed to connect residential lots with all the amenity areas of the development. (i) To ensure the greatest practicable connectivity, multiuse paths shall be located in accordance with either or a combination of both of the following plans: (I) multiuse paths constructed along the perimeter of

		the development shall be accessible to residents within the interior of the development via sidewalks, streets or alleys and/or (2) multiuse paths constructed in the interior of the development shall run along at least one (1) side of each street in the development so as to be accessible to residents living along those streets. The final placement of the multiuse paths under either or a combination of the above plans shall be approved during the review and approval process for the final plat or each final plat if the development is developed in phases. (ii) The land owner or developer shall extend the multiuse path from the development to the nearest commercial area outside the development or to the nearest existing multiuse path that provides such connectivity. Upon application by the owner or developer, however, the city reserves the right to reduce, eliminate or modify this

		requirement if: (1) the landowner or developer tenders to the city or its designee funds, equal to the amount which would be expended by the developer to design and construct the multiuse path extension required under this subsection; (2) the city or its designee confirms that the funds deposited will be used for design and construction of a multiuse path benefitting the public at large, consistent with applicable law; (3) the city or its designee votes to accept such funds and exercises the right to reduce, eliminate or modify the multiuse path requirement in this subsection in a manner and to a degree acceptable to the landowner or developer; (4) the city or its designee places such funds in escrow to be used solely for the purposes outlined in this section; and (5) all documents necessary to satisfy this section are executed, subject to approval by the city attorney as to form. In determining whether to

		reduce, eliminate or modify the multiuse path requirement under this subsection, the city or its designee shall consider whether doing so will promote public health, safety and welfare by enabling the public at large to receive a higher quality multiuse path in a more cost-efficient manner than would be provided by the developer.
		(iii) Multiuse paths may not be constructed in lieu of streets or alleyways, nor may streets or alleyways constitute any portion of multiuse paths except where such paths cross over the width of a street or alleyway. An alleyway may constitute a multiuse path where it is at least twenty-two feet (22') in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four feet (4') of the width of the path is solely for pedestrian use, and it connects to all areas of the development. At least twenty feet (20') of such an alleyway shall be paved with

		concrete or asphalt. (iv) The developer or land owner shall grant the appropriate easement so that the public may use the multiuse paths or dedicate the multiuse path to the city for public use. (v) Multiuse paths shall be constructed of concrete, asphalt, some pervious material approved by the city or a combination thereof. If pervious material is used, it shall not be a loose material (e.g., wood chips, gravel, sand or dirt) and it shall have a life span comparable to or better than that of asphalt. Multiuse paths shall be a minimum of four inches (4") in depth, ten feet (10') in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four feet (4') of the width of the path is for pedestrian use while the remaining portion of the width of the path may be used for bicycles and motorized carts.
r.	Central garbage facility	Required; development shall provide

		centralized garbage facilities for garbage and refuse collection. Individual residential garbage pick-up per unit shall not be permitted.
s.	School children waiting area	A covered structure to house school aged children waiting for transportation to school is required at the main entrance in all developments developed under the standards of this district. (i) The structure must be built of sufficient size to house all children of school age residing within the development. (ii) The main entrance to all developments must also provide a turnaround area with a minimum turning radius of forty feet (40') to allow any Henry County school bus to turn around in one (1) continuous movement.

8. Amenities.

a. Required Amenities. Except as otherwise provided for herein, all developments under this section shall feature a clubhouse consisting of a minimum of one thousand three hundred (1,300) square feet, a junior-size Olympic pool, and a children' s play area. If subject to the requirements in subsection 11 below, additional amenities shall be required. The developer of the property shall satisfy this requirement prior to the completion of fifty percent (50%) of the development. When additional amenities are required, the developer of the property shall select from the following list of the additional required amenities or such other amenities of equal or greater value as the city council may approve:

A wading pool for children, in addition to the adult sized pool, consisting of a minimum of two hundred (200) square feet.

Tennis courts--one lighted and enclosed facility featuring a minimum of two (2) playing courts.

Walking trails--at least two thousand feet (2,000') in length, three feet (3') in width; multiuse paths can constitute walking trails so long as they are appropriately demarcated to designate that at least four feet (4') of the width of the path is solely for pedestrian use.

A central park or pocket park; unless approved by city council, only one (1) of either type of park may be counted towards satisfaction of the amenity requirement.

A baseball field--(reg.) regulation size.

A baseball field--(LL) little league size.

A softball field--regulation size (adult).

A soccer field--regulation size.

A multiuse field--football and soccer.

A multiuse field--football and baseball.

A football field--regulation size.

A lake--with fishing dock and boat access.

A regulation-size basketball court with two (2) backboards, hoops, net structures and enclosed with wire fencing eight feet (8') in height.

b. Multiple District Development. Where a development developed under these standards includes any combination of RM-1, RM-2 or RM-3 districts, the amenity package required can be consolidated. The city shall determine the required amenity package at the time of zoning.

9. Residential Facades. Within any development developed under the standards of this district, building facades shall consist of no less than fifty percent (50%) brick. The remaining facades shall consist, in any ratio the developer chooses, of stucco, stone, hardiplank or other masonry siding approved by the council, wood, or any combination thereof. Vinyl or aluminum siding shall not be permitted, except by variance.

10. Maximum Density. Except as otherwise provided for in subsection 11 below, the maximum permissible density for a multiple-family development shall be six (6) condominium dwelling units per acre. Impervious area for any development shall not exceed twenty-five percent (25%) of the land developed.

11. Increased Density Provisions.

a. Condominium developers may request an increase in density up to eight (8) condominium dwelling units per usable acre.

b. If an applicant seeks increased density under this subsection, the following rules shall apply:

(1) Applicant shall construct the required amenities under subsection 8 above.

(2) Applicant shall construct the additional amenities based upon the number of condominium units included in each development, as follows:

Units	Amenities Required
0--25	Required amenities
26-50	Three (3) additional amenities

One (1) additional amenity for each fifty (50) units, or part thereof, above fifty (50).

(3) None of the facilities referred to in this section may be used jointly for purpose of complying with the foregoing requirements

(4) All areas that are not transferred as provided under the definition of net usable areas, used for the construction of amenity packages, parking and other nonresidential components required

under the ordinance, or used for the condominium units themselves, shall be left in their natural state and shall remain part of the title to the zoned property and shall not be conveyed as a separate tract of land.

(5) A notice shall be filed of record in the office of the clerk of the Henry County Superior Court sufficient to give notice of these restrictions to subsequent owners of the property.

(6) Building facades shall consist of no less than seventy-five percent (75%) brick or rock. The remaining facade shall consist of hardiplank, stucco or other masonry siding approved by the city council.

(7) Applicant shall maintain a thirty foot (30') planted buffer along the proposed development where it abuts adjoining properties and public roadways. Where vegetation is limited in density, the developer shall plant trees consistent with existing vegetation and the approved buffer plan.

12. Maximum Acreage. The maximum permissible acreage for a multiple-family development shall be thirty (30) acres, unless the development is part of a planned development district as defined in Section 3-17-157.

13. Miscellaneous Provisions.

a. Any portion of a multiple-family site that is located in the one hundred (100) year flood plain area or consists of a wetland will not normally be included in the density calculation. However, the city reserves the right to issue a variance on the method of calculation of maximum permissible density as it applies to areas designated as flood plain or wetland on a case by case basis, consistent with this section. Fifty percent (50%) of the acreage within the one hundred (100) year flood zone, or wetlands may he included in the computation of the n.u.a. if such acreage has been deeded, in accordance with the procedures under this definition, in fee simple to the city, some other public entity or a nonprofit organization, any of which will maintain such land in its natural, undeveloped state in perpetuity. The deeding process of land in the one hundred (100) year flood zone or wetlands shall be as follows: (1) such land must be offered first to the city; (2) if the city declines to accept the deed to such land, then it may be offered to some other public entity; (3) if no other public entity accepts the deed to such land, then it may be offered to a nonprofit organization after such organization has been approved by the city to accept the deed to such land. Easements for drainage, sanitary sewer, buffers, etc. shall not be excluded from the calculation of net usable acres.

b. Impervious Cover Requirements. The development plan shall demonstrate that the development will comply with all impervious cover requirements set forth in the city zoning ordinance, watershed ordinances, wetland ordinance, soil erosion and sedimentation control ordinance, stormwater ordinance and groundwater recharge ordinance, as applicable. Under no circumstances, however, shall impervious cover exceed twenty-five percent (25%) of the land area of any parcel on which a new development is placed that is located in a watershed protection district. The impervious requirement shall be certified by a licensed surveyor, engineer, landscape architect or any other professional authorized to render similar services under state law.

c. If the property is developed as a gated community, the gate must be maintained and monitored by the owners of the property at their expense.

d. Final plans of the development showing lot dimensions, buffers, landscaping, amenities and all calculations required by this section shall be reviewed and approved by the city or its designee prior to building permits being issued.

e. All yards referenced in this code section shall be sodded yards.

f. In the event of a conflict between this section and any other ordinance or code provision, the terms of this section shall control. (Ord. 03-60 § 1, 2003: Ord. 02-54 § 1, 2002)

EXHIBIT "E"

NOTICE OF DEVELOPMENT AGREEMENT

EXHIBIT "B"

MASTER PLAN FOR PROPERTY

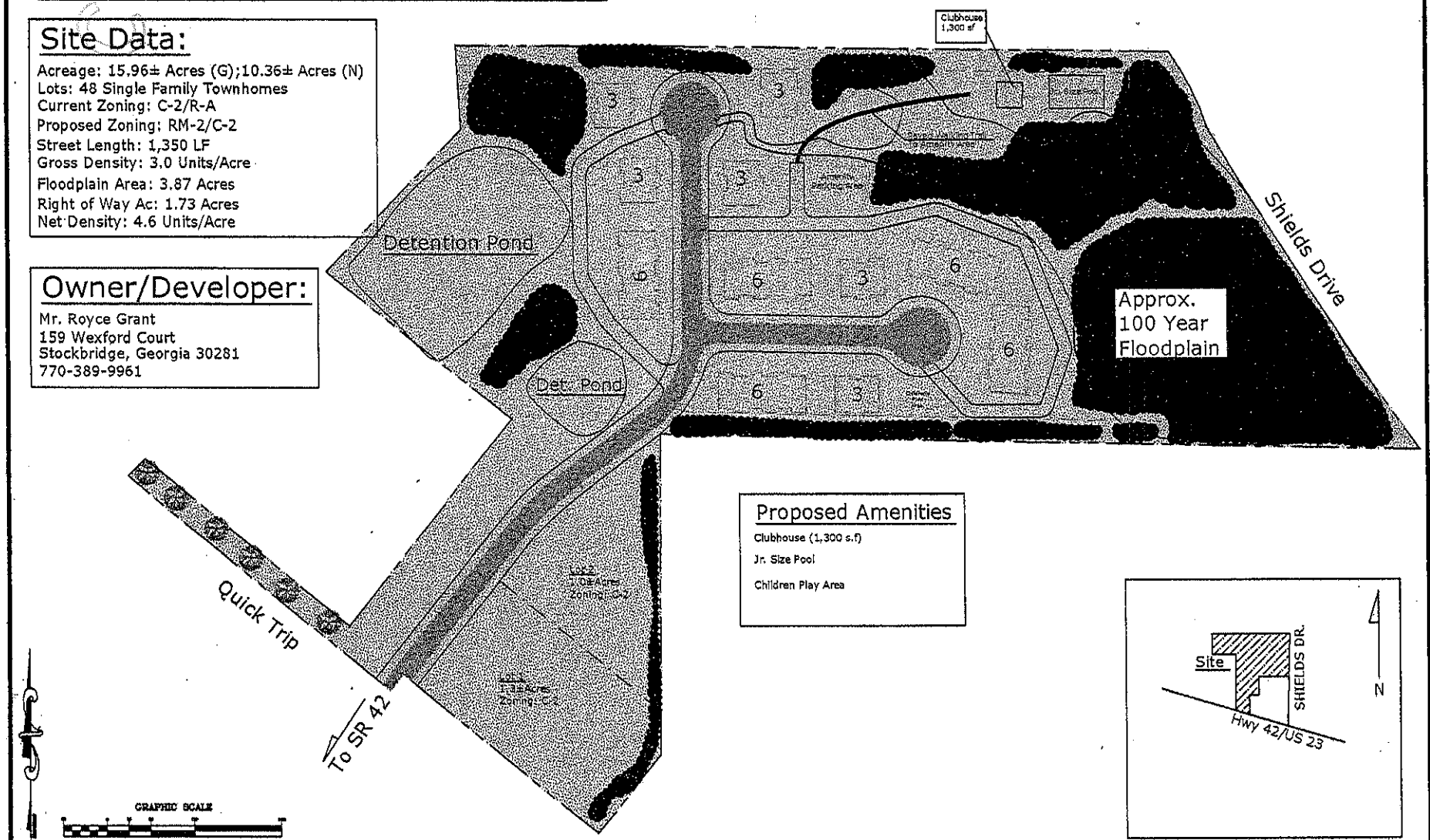
BRUSH CREEK COMMONS

Site Data:

Acreage: 15.96± Acres (G);10.36± Acres (N)
Lots: 48 Single Family Townhomes
Current Zoning: C-2/R-A
Proposed Zoning: RM-2/C-2
Street Length: 1,350 LF
Gross Density: 3.0 Units/Acre
Floodplain Area: 3.87 Acres
Right of Way Ac: 1.73 Acres
Net Density: 4.6 Units/Acre

Owner/Developer:

Mr. Royce Grant
159 Wexford Court
Stockbridge, Georgia 30281
770-389-9961



Proposed Amenities

Clubhouse (1,300 s.f)

Jr. Size Pool

Children Play Area

Location Map:

(Not to Scale)

Burn Grading Company, Inc.
Engineering & Land Surveying/Planning
1350 Pinehurst Road
Locust Grove, Georgia 30248
Tel: (770) 957-5312 Fax: (770) 957-5313

Sheet 1 of 1

BRUSH CREEK COMMONS
Land Lot 95 & 70 * 12th Land District
Henry County, Georgia

DATE: 7/14/03
HORZ. SCALE: 1" = 100'
DRAWN BY: MJC
FILE NAME: [illegible]

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

EXHIBIT "C"

HENRY COUNTY REZONING EVALUATION REPORT

Rezoning Evaluation Report
Stockbridge City Council

Henry County Planning and Zoning

RZ-03-04

Commission District: City of Stockbridge
Planning Board Member: Ray McDonald (770) 474-8654

Applicant: Royce Grant
159 Weysford Court
Stockbridge, GA 30253
(770) 389-9961

Location: The property is located in Land Lots 59 and 70 of the 12th District, between State North Henry Boulevard and Shields Drive.

Request: Rezoning from R-2 (Single Family Residence) and C-2 (General Commercial) to RM-2 (Multiple Family Residence District – Townhouses)

Proposed Use /Purpose: To permit a multi-family residential subdivision

Sign Posted: June 27, 2003

P&Z Meeting May 15, 2003 *Planning Commission Recommended Approval with 10 conditions*

City Meeting: **July 14, 2003**

Lot Size: The property consists of +/- 18.26 acres.

Road Access: North Henry Boulevard

Public Facilities

Water and Wastewater Treatment: A letter from the City of Stockbridge, dated February 4, 2003, states that public water and sewer service is available to the subject property.

Transportation: The subject property will be accessed from North Henry Boulevard, which is classified as a major arterial road on the Henry County Functional Road Map.

Zoning History

The proposed development is located within an R-2 (Single Family Residence) and C-2 (General Commercial) zoning district. Herein is the zoning for the adjacent properties:

- *North* – R-2 (Single Family Residence), RMH (Mobile Home Development)
- *East* – C-2 (General Commercial), RM (Multiple Family Residence), R-2 (Single Family Residence)
- *South* – C-2 (General Commercial), RM (Multiple Family Residence), R-3 (Single Family Residence)
- *West* – C-3 (Heavy Commercial), C-2 (General Commercial)

Current Land Use: Vacant
Future Land Use: Medium and High Density Residential, Commercial and Services

Development Regulations Affected by Request

All standards and regulations that fall under the RM-2 (Multiple Family Residence- Townhouses) zoning district. The applicant's request will be reviewed with regards to the following nine (9) criteria, as outlined in *Section 3-7-313* of the Henry County Ordinance.

Analysis of Request (Sec. 3-7-313)

- *The possible effects of the change in the regulations or map on the character of the zoning district, a particular piece of property, neighborhood, area or community.* ***(Criteria point 1)***

  The land use and/or zoning character of the neighborhood and community will not be adversely impacted as a result of the proposed development. The subject property is located to the north of a commercial node and to the south of single family residential uses and would serve as a good transition zone between those uses.

- *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 this chapter.* ***(Criteria point 2)***

  The proposed development is consistent with the overall purpose of the City of Stockbridge zoning ordinance with respect to the townhouse development proposed for the subject property. The applicant is proposing a net density of 6.1 units per acre and the maximum allowed, as stated in *Section 8.36.100E.* of the City of Stockbridge Zoning Ordinance, is eight (8) units per acre with the required amenities. The concept plan submitted by the applicant shows three (3) additional amenities above and beyond the required amenities consisting of a clubhouse, a junior-sized Olympic pool, and a children's play area. As a result of the proposed development having seventy-five (75) units, the applicant will be required to add an additional amenity.

- *Consistency with land use plan.* ***(Criteria Point 3)***

  The applicant's request does not comply with the Henry County Joint Comprehensive Plan and the Future Land Use Map. The Future Land Use Map designates the subject property for medium to high-density residential uses at a minimum of 2.9 dwelling units per acre and a maximum of 3.9 dwelling units per acre.

- *The impact of the proposed development on infrastructure, water, sewer, adjacent thoroughfares, pedestrian and vehicular circulation and traffic volumes.* ***(Criteria Points 4 & 5)***

  A letter from the City of Stockbridge, dated February 4, 2003, states that public water and sewer service is available to the subject property. With the absence of a traffic impact study, Staff is unable to comment on the impact the proposed development will have on the existing transportation network (North Henry Boulevard). The access road from North Henry Boulevard, which is twenty-six feet (26') in width, currently meets the requirements for the width of a paved local street for residential purposes as shown in *Section 3-8-80* of the Henry County Subdivision Ordinance. The Planning & Zoning Department would recommend that the applicant submit supporting documentation from the City of Stockbridge stating that the existing access road off of North Henry Boulevard has been deeded to the City as a public road.

- *The impact upon adjacent property owners should the request be granted.* ***(Criteria Point 6)***

  There will be minimal, if any, impacts on adjacent properties. A buffer of thirty feet (30') will be required along all property lines that abut a commercially zoned property.

- *Can the subject land be developed as it is currently zoned?* ***Criteria Point 7***

The subject property can be developed as currently zoned R-2 (Single Family Residence) and C-2 (General Commercial).

- *Consideration of the physical capability of the site to be developed as requested, including; topography, drainage, access, size and shape of property.* ***Criteria Point 8***

  The eastern portion of the subject property is located within a one hundred (100) year floodplain area. The floodplain area on the concept plan does not represent the flood plain area on the FEMA (Federal Emergency Management Agency) Flood Insurance Rate Map. If the floodplain is being altered Staff recommend that a certified engineer submit a letter to the Development Plan Review Department at the plan review stage, explaining this discrepancy.

- *The merit 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 land use plan.* ***Criteria Point 9***

  The merits of the applicant's requests to rezone the subject property from R-2 (Single Family Residence) and C-2 (General Commercial) to RM2 (Multiple Family Residence District – Townhouses) to permit a multi-family townhouse development, is reasonable and will be compatible with the surrounding land uses and zones.

Comments

The applicant's request to rezone the subject property from R-2 (Single Family Residence) and C-2 (General Commercial) to RM-2 (Multiple Family Residence District – Townhouses) to permit a multi-family townhouse development is consistent with the zoning district being requested but not consistent with the Future Land Use Map. The Future Land Use Map designated the subject property for medium to high-density residential uses at a minimum of 2.6 dwelling units per acre and a maximum of 3.9 dwelling units per acre. Staff however, recommends that the City of Stockbridge make the necessary amendment to their Future Land Use Map to make it compatible to the zoning district being requested. Staff would also recommend that the City of Stockbridge review the immediate area along North Henry Boulevard to identify and make similar adjustments to the Future Land Use Map.

The concept plan submitted by the applicant shows seventy-five (75) single family townhouse units on approximately 18.26 acres. The plan also shows a 1,300 square foot clubhouse, a multi-use trail, a junior sized Olympic pool, a wading pool, a children's play area, and a basketball court. The applicant has shown the trails as two (2) separate amenities but Staff is counting them as one (1). Therefore the applicant will be required to provide one (1) additional amenity.

Staff has a number of concerns regarding the concept plan submitted by the applicant. First of all, a few of the proposed units are fronting onto alleyways, and are required to front onto a public road. Second of all, the concept plan shows alleyways within the required buffer areas of thirty-feet (30'), which does not conform to the City of Stockbridge Zoning Ordinance. Lastly, a large portion of the subject property is located within a one hundred (100) year floodplain and Staff recommends that a certified engineer support any floodplain alteration at the plan review stage.

COPY

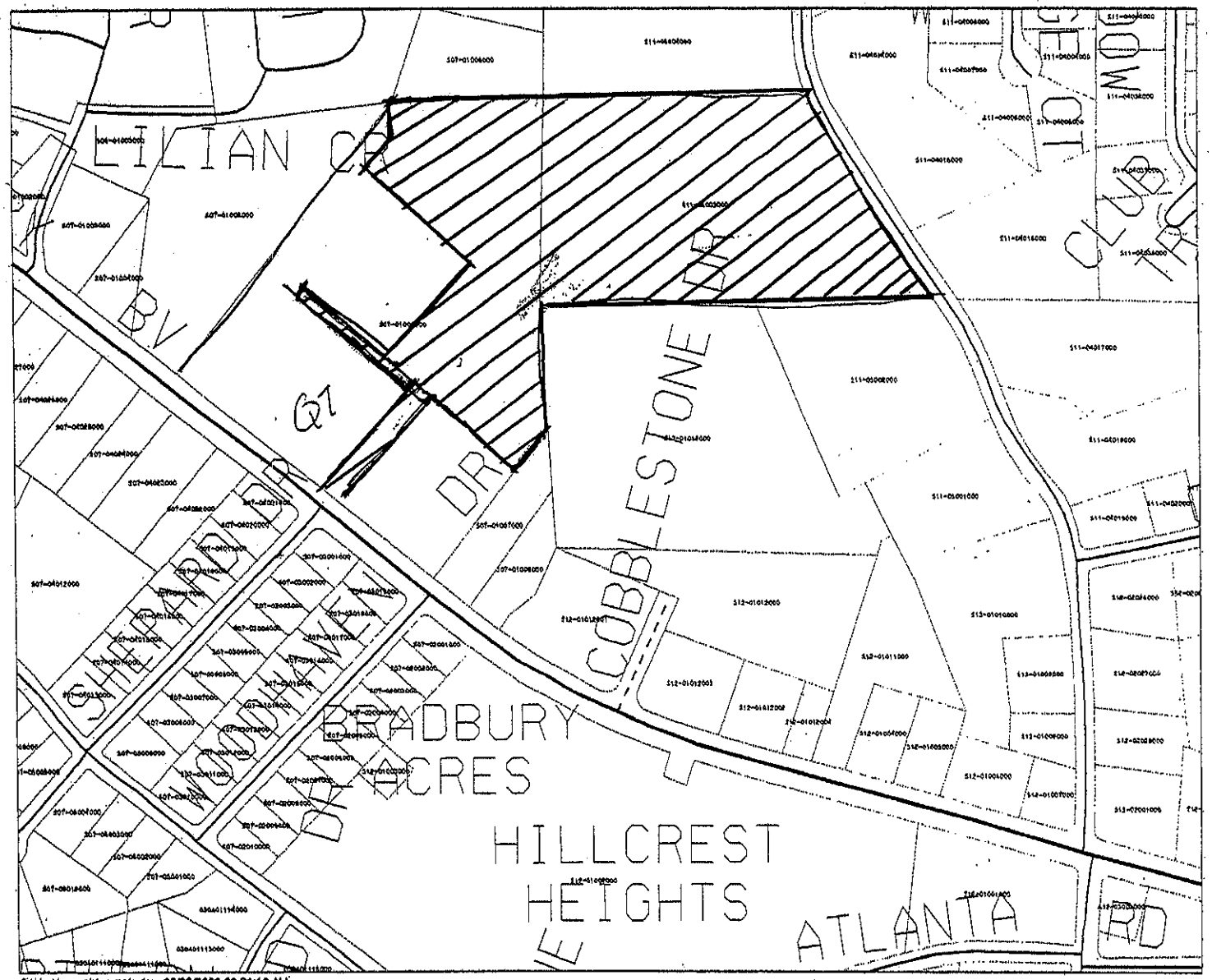
Recommendation

Planning Commission recommended **Approval** of the request by Royce Grant to rezone the subject property from R-2 (Single Family Residence) and C-2 (General Commercial) to RM-2 (Multiple Family Residence District – Townhouses) with the following conditions:

1. Revise site plan to adhere to all City of Stockbridge RM-2 Ordinance requirements.
2. Maximum building height shall be shown on the site plan.
3. All townhouses shall have a mixture of front façade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design porticos.
4. Developer shall submit elevations of the building to be approved by the Planning and Zoning Department.
5. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and or fireplaces.
6. Each unit shall have different brick, stucco and masonry theme from the other attached units.
7. Developer shall install street trees along all streets to be placed between the sidewalk and the front property lines, have a minimum two & half inch (2.5") caliper (d.b.h), shall have a minimum twenty-four square foot (24 sq.ft.) planting area and shall be spaced an average of forty-five feet (45') apart. Consisting of ginko (non-fruit bearing), Japanese zekova and or oak family type.
8. The Building Department shall not issue a building permit until such a time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
9. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.
10. Staff recommends that any floodplain alteration be supported by a certified engineer at the plan review stage

Attachments

- Tax Map
- Aerial Map
- Application
- Applicant Disclosure Form
- Ownership and Letter of Intent
- City of Stockbridge
- Concept Plan
- Environmental Health Letter
- Planning Commission Meeting Minutes, May 15, 2003



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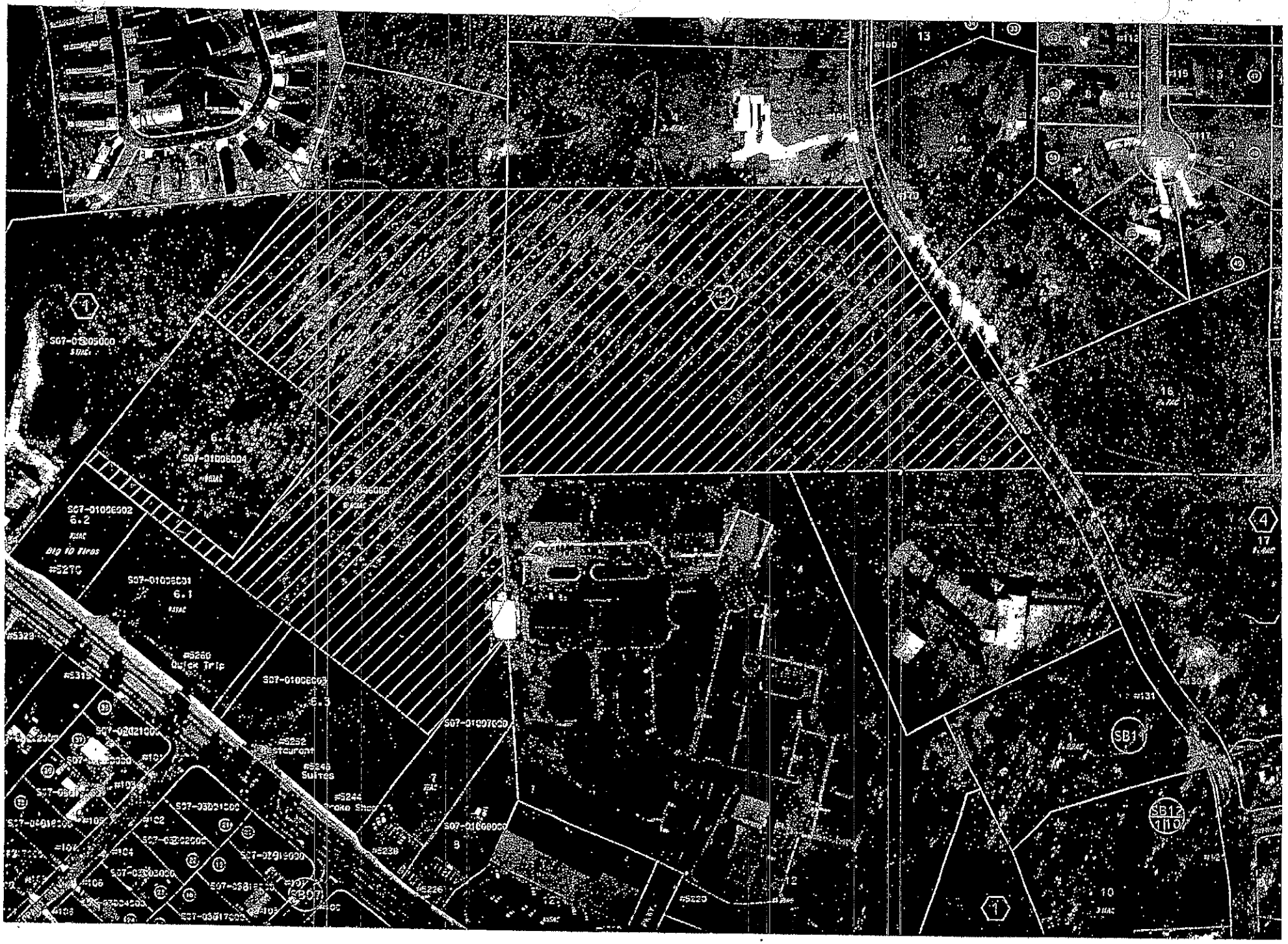
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Henry County Planning & Zoning Petition for Rezoning, Conditional Use, Variance and other Board of Commissioners or City Appeals

Name: Royce Grant Date: 2/3/03 Phone: 770/389-9961

Address: 159 Weyford Court Pgr/Cell:

City: Stockbridge State: GA Zip: 30281 Fax

E-mail:

The above named person, who affirms that they are the owner, or agent of the owner of the property described below, requests:

Indicate the type of request/appeal with an X:

Conditional Use: _____ **Rezoning:** X **Variance:** _____ **Conditional Exception:** _____

Modifications to Zoning Conditions: _____

Appeal Administrative _____ **Non Conforming Use; Extension or Enlargement** _____

Total Amount Paid $ 1,200 Cash ___ Check# 1013 Received By: RG *(FEES ARE NON-REFUNDABLE)*

Zoning Request from R-A/C-2 (Present Zoning) to RM-2 (City of Stockbridge) (Requested Zoning)

For the Purpose of Res. Subdivision (Type of Development)

Location (Attach Plat) _____ (Street Address, if Applicable, Nearest Intersection, Etc.)

Size of Tract: 18.26 acre(s) Land Lot(s): 70 District(s): 12th

x Witness - signature

Signature of Owners

DAROLD WIGGINS
Witness - print

Printed Name of Owners

Notary

Signature of Agent

(For Office Use Only)

Received by:

Pre-application meeting: Date:

Application checked by: Pat Date: 2-04-03

Map#(s): 29

Recommendation of Planning Commission:

BOC Decision:

Planning Director's Signature: Date:

COPY

Applicant Campaign Disclosure Form[1]

Has the applicant[2] 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 Henry County Board of Commissioners or Planning Commission who will consider the application?

Yes _____ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Henry County Board of Commissioners within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Commissioner/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift $250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 15th day of Jan., 2003.

Royce Grant
Applicant's Name - Printed

Royce Grant
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 15th day of Jan., 2003

Kathy Lewis
Notary Public

Notary Public, Henry County, Georgia
My Commission Expires March 28, 2004

[1]Copy to be filed with planning & zoning along with a copy of the zoning application

[2]Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

February 3, 2003

Mr. Dale Hall
Henry County Planning and Development
140 Henry Parkway
McDonough, Georgia

RE: Letter of Intent/Letter of Ownership
18.26+/- Acres, City of Stockbridge
Henry County, Georgia

Dear Mr. Hall,

Please note that I am the current owner of said property and I am aware submitting the necessary information to your office in order to petition to rezone this property from R-A and C-2 to RM-2, per the City of Stockbridge's RM Ordinance dated August 12, 2002. If you should have any questions or comments, please do not hesitate to call me.

Sincerely,

Royce Grant
Owner

City of Stockbridge

4545 North Henry Boulevard • Stockbridge, Georgia 30281
Phone: (770) 389-7900 • Fax: (770) 389-7912
e-mail: cityhall@cityofstockbridge.com

MAYOR
R. G. Kelley

COUNCIL MEMBERS
Harold Cochran
Fred Evans
W. A. Gardner
Ronnie Simmons
Fletcher Turner, Jr.

CITY MANAGER
Ted Strickland

CITY CLERK
Merle Manders

February 4, 2003

TO WHOM IT MAY CONCERN:

The City of Stockbridge has water/sewer services available for approximately 18.26 acres located in LL59 and 70, 12th Dist., Stockbridge, Georgia for Brush Creek Commons which will consist of 75 single family town homes.

If you have questions, please contact City Hall.

Sincerely,

Charlene W. Cheatwood

Charlene W. Cheatwood
Utility Clerk

CWC/cc

SMITH, WELCH & BRITTAIN
ATTORNEYS AT LAW

ERNEST M. SMITH (1911-1992)
A.J. WELCH, JR.
J. MARK BRITTAIN
E. GILMORE MAXWELL (TN & GA)
BYRD GARLAND
BRUCE MCFARLAND
JOHN P. WEBB

2200 KEYS FERRY COURT
POST OFFICE BOX 10
MCDONOUGH, GEORGIA 30253

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C. WALTER PENDERGRASS, III
WILLIAM A. WHITE
LEE MASON (USVI & GA)
L. SCOTT MAYFIELD
JOHNNY D. LATZAK, JR.
ANDREW J. WELCH, III (NY & GA)
TERRI S. SUTTON
PLEZ H. HARDIN
AMBER R. HOLLOWAY

December 4, 2003

Merle Manders
City of Stockbridge
4545 North Henry Boulevard
Stockbridge, Georgia 30281

Re: **City of Stockbridge – Development Agreement with Royce Grant**

Dear Merle:

Enclosed is the **original** Development Agreement between the City and Royce Grant which is ready to be signed by you and the Mayor. Please return a copy of the signature page to me for our files. Also, please execute the Notice of Development Agreement and return it to our office so we may have that filed of record. We will forward a copy to you once it is complete. Should you have any questions, do not hesitate to contact me.

With kindest regards, I am,

Sincerely,

SMITH, WELCH & BRITTAIN

/ Buddy

A. J. Welch, Jr.

AJWjr/js
Enclosures

{Client: 0000379 Matter: 0042 Doc: 00077744.DOC}

BOOK 6730 PAGE 132
DOC# 001016
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JUDITH A. LEWIS
CLERK OF
SUPERIOR COURT
HENRY COUNTY, GA

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SWB FILE NO. 379.0042

Return to: Smith, Welch & Brittain
P. O. Box 10
McDonough, Georgia 30253
(770) 957-3937
Attn: Andrew J. Welch, III

RE: PROPERTY OF ROYCE GRANT being located in Land Lots 59 and 70 of the 12th Land District of Henry County, Georgia containing 15.96 acres and being particularly described in **Exhibit "A"** hereto attached and made a part hereof.

NOTICE OF EXECUTION OF DEVELOPMENT AGREEMENT

STATE OF GEORGIA

HENRY COUNTY

Notice is hereby given that the property described above is subject to a Development Agreement dated July 21, 2003 between the City of Stockbridge, Georgia, and Royce Grant. The original of said Development Agreement is maintained as part of the permanent records of the City of Stockbridge, Georgia. The terms and conditions of said Development Agreement are hereby incorporated herein and made a part hereof by reference.

CITY OF STOCKBRIDGE, GEORGIA

By: Merle Manders (L.S.)
Merle Manders, City Clerk

SEAL AFFIXED

[SEAL]

Signed, sealed and delivered
in the presence of the
undersigned this 15 day of
December, 2003.

Witness

Notary Public

NANCY W. BROWN NOTARY PUBLIC HENRY COUNTY EXPIRES GEORGIA OCT. 17, 2006

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

BRUSH CREEK COMMONS

Legal Description

All that tract or parcel of land, containing **15.96 acres** more or less, lying and being in Land Lot 70 and 59 of the 12th District of Henry County, Georgia, as shown on preliminary plat by Bunn Grading Company, Inc., dated 7/14/03, and being more particularly described according to said plat as follows:

COMMENCING at the intersection of the centerline of Askew Road and the northern right-of-way line of State Route 42 and State 138; thence, Southeasterly a distance of 467.58 feet to an iron pin; thence, North 44 degrees 7 minutes 55 seconds East a distance of 225.72 feet to the **POINT OF BEGINNING**; thence, North 44 degrees 22 minutes 29 seconds East a distance of 34.28 feet to a point; thence, South 51 degrees 13 minutes 8 seconds East a distance of 360.00 feet to a point; thence, North 38 degrees 35 minutes 37 seconds East a distance of 360.00 feet a point; thence, North 51 degrees 32 minutes 18 seconds West a distance of 325.00 feet a point; thence, North 44 degrees 8 minutes 4 seconds East a distance of 267.48 feet to a point; thence, North 3 degrees 30 minutes 52 seconds West a distance of 113.75 feet to a point; thence, South 89 degrees 57 minutes 37 seconds East a distance of 280.97 feet to a point; thence South 10 degrees 43 minutes 44 seconds West a distance of 45.70 feet to a point; thence, North 89 degrees 58 minutes 34 seconds East a distance of 694.39 feet to a point on the western right of way line of Shields Drive; thence, along a curve having a radius of 793.27 feet, a chord bearing of South 8 degrees 19 minutes 12 seconds East a distance of 115.57 feet to a point; thence, South 31 degrees 10 minutes 46 seconds a distance of 82.49 feet to a point; thence, South 33 degrees 14 minutes 43 seconds East a distance of 306.52 feet to a point; thence, South 35 degrees 31 minutes 23 seconds East a distance of 135.04 feet to a point; thence, North 89 degrees 4 minutes 1 second West a distance of 1032.00feet to a point; thence, along the eastern right of way line of the proposed street as shown on the attached site plan by Bunn Grading Co. Inc. a distance of 481.91 feet to a point; thence, North 51 degrees 8 minutes 8 seconds West a distance of 25.00 feet to a point; thence, South 38 degrees 51 minutes 52 seconds West a distance of 28.67 feet to a point; thence, North 51 degrees 8 minutes 8 seconds West a distance of 460.68 **POINT OF BEGINNING**.

SMITH, WELCH & BRITTAIN
ATTORNEYS AT LAW

ERNEST M. SMITH (1911-1992)
A.J. WELCH, JR.
J. MARK BRITTAIN
E. GILMORE MAXWELL (TN & GA)
BYRD GARLAND
BRUCE MCFARLAND
JOHN P. WEBB

2200 KEYS FERRY COURT
POST OFFICE BOX 10
MCDONOUGH, GEORGIA 30253

Telephone: 770-957-3937
Facsimile: 678-583-4888

www.swblawfirm.com

C. WALTER PENDERGRASS, III
WILLIAM A. WHITE
LEE MASON (USVI & GA)
L. SCOTT MAYFIELD
JOHNNY D. LATZAK, JR.
ANDREW J. WELCH, III (NY & GA)
TERRI S. SUTTON
PLEZ H. HARDIN
AMBER R. HOLLOWAY

December 12, 2003

Merle Manders
City of Stockbridge
4545 North Henry Boulevard
Stockbridge, Georgia 30281

Re: **City of Stockbridge – Development Agreement with Royce Grant**

Dear Merle:

On December 4, 2003 our office forwarded the **original** Development Agreement between the City and Royce Grant to be signed by you and the Mayor. We have noted a typographical error on Page 11 and request that you substitute that page with the enclosure. Should you have any questions, please do not hesitate to contact me.

Sincerely,

SMITH, WELCH & BRITTAIN

Jenine Sohler

Jenine Sohler
Paralegal

Enclosure

{Client: 0000379 Matter: 0042 Doc: 00077744.DOC}

17.

Enforcement

1) In the event that Owner, its successors, or its assignees fail to comply with the terms of this Agreement, the City shall be authorized to refuse occupancy permits, construction permits, development permits, and to terminate construction and development of the Property. If Owner, its successors, or its assignees bring an action of any nature or description under this Agreement, or if it becomes necessary for the City to bring such an action, Owner, its successors, or its assignees shall be responsible for reimbursing the City for all costs and expenses, including attorneys fees, incurred in connection with such a proceeding.

2) This agreement may be enforced by the Municipal Court of the city of Locust Grove or any other court having jurisdiction over the same.

SAK

18.

Rights Cumulative

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

This is the original page. Replaced by corrected page. 12/16/03 (TW)

Please supplement these pages in the Brush Creek commons Dev Agr. JG

STATE OF GEORGIA

COUNTY OF HENRY

AMENDMENT TO

DEVELOPMENT AGREEMENT

COMES NOW the CITY OF STOCKBRIDGE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia (hereinafter "City") and TIMBERLINE GROUP, LLC (hereinafter referred to as "Owner" or "Developer"). The City and Owner do hereby amend that certain Development Agreement (hereinafter "Agreement") dated July 21, 2003, entered into between the City and Royce Grant; and

WHEREAS, Royce Grant has transferred its interest in the Property to Owner; and

WHEREAS, Owner has requested an amendment to said Agreement because the site plan presented to the City Council for consideration of zoning misrepresented the floodplain; and

WHEREAS, said site plan indicated the floodplain consisted of approximately three point eight seven (3.87) aces; and

WHEREAS, the actual floodplain is approximately five point six nine eight (5.698) acres, thereby significantly reducing the buildable area on the property for townhouses; and

WHEREAS, the modifications contained herein are the minimum necessary for the Owner to develop the Property for townhouses; and

WHEREAS, pursuant to Section 11 of the Agreement, the City and Owner desire to amend said Agreement as follows:

ARTICLE I

Section 1 of the Agreement is hereby amended by striking the second paragraph in its entirety and inserting in lieu thereof the following paragraph:

The parties also acknowledge that the net density restrictions imposed by the Stockbridge Zoning Ordinance are applicable to the Project, and that the Project shall feature no more than forty-one (41) units. Owner's request to develop single-family residences along Shields Drive is withdrawn, and Owner agrees to not request any variances concerning the use of the two hundred foot (200') buffer area along Shields Drive.

ARTICLE II

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph f) in its entirety and inserting in lieu thereof the following paragraph f):

f) All exterior facades shall consist of brick. The cornices and gables shall consist of stucco, stone, and/or hardi-plank.

COPY

ARTICLE III

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph k) in its entirety and inserting in lieu thereof the following paragraph k):

k) Owner shall not construct an entrance or exit onto Shields Drive for access to the Project.

ARTICLE IV

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph l) in its entirety and inserting in lieu thereof the following paragraph l):

l) Owner shall maintain a two hundred foot (200') buffer between the Project and Shields Drive. An exemption to this condition shall automatically arise should the City Council approve a rezoning of said buffer area to a single family detached residential zoning classification.

Article V

Section 2, Paragraph C) of the Agreement is hereby amended by inserting the following after subparagraph m) as follows:

n) Amenities shall consist of:

- 1,300 square foot clubhouse with full kitchen and fitness equipment;
- Two (2) separate age-specific playgrounds: a fenced tot lot adjacent to the club house and another

playground for older children located nearby to the club house;

- Covered pavilion with fireplace;
- Volleyball Court;
- Sodded sports area;
- Putting green;
- Tennis Court - lighted and enclosed featuring a minimum of one (1) Basketball Goal at each end;
- Walking Trails at least fourteen hundred feet (1,400') in length and three feet (3') in width;
- Bird Sanctuary including a variety of bird feeders and bird houses with benches for observation;
- Gazebo at entrance of development to serve as a waiting area for school bus pick-up; and
- Owner shall be bound by the amenity representations made in its October 7, 2004 proposed site plan attached hereto as **Exhibit "A"**, submitted to the City Council and on file with the City Clerk.

ARTICLE VI

Section 3 of the Agreement is hereby amended by inserting the following paragraphs:

a) The maximum units per building may increase from five (5) units to six (6) units per building.

b) The minimum distance between buildings may be reduced from forty feet (40') to twenty feet (20').

c) Reduction in buffer from thirty feet (30') to ten feet (10') along the proposed entrance and between the proposed location of the first building from the entrance and the Property line as depicted in the proposed site plan included in Owner's October 7, 2004 proposal attached hereto as **Exhibit "A"**, submitted to the City Council and on file with the City Clerk.

d) Individual residential garbage pick-up may be permitted.

ARTICLE VII

A new Section 20 shall be added to the Agreement as follows:

20.

Attorney's Fees

The Owner hereby agrees to reimburse the City for all reasonable and necessary legal fees and costs, not to exceed normal hourly rate paid by City, that are incurred by the City regarding the preparation of this Agreement, any amendments thereto and any reasonable and necessary litigation expenses incurred by the City in any civil action or administrative

action regarding this Agreement whether same is filed by the City, Owner, Developer, or third person or entity. The Owner shall remit payment of all said legal fees and costs to the City within ten (10) days of receipt of an invoice for same.

ARTICLE VIII

It is the parties intent that this amendment shall take effect immediately.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this 13th day of December, 2004.

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
R. G. KELLEY, Mayor

ATTEST:

_____
MERLE MANDERS, City Clerk

(Seal)

Version 8

OWNER:

TIMERLINE GROUP, LLC

BY: _____ (L.S.)
BRIAN W. CAGLE
Managing Partner [Title]

Signed, sealed and delivered
before me this 13 day of
December, 2004.

_____
Notary Public

N.J. SOHLER
NOTARY
EXPIRES: 6-25-2006
PUBLIC
COWETA COUNTY GEORGIA

ATTEST: _____
James Barnes, Secretary

EXHIBIT "A"

TIMBERLINE GROUP, LLC PROPOSAL DATED OCTOBER 7, 2004

File No. 379-0000-02-23

Return to: SMITH, WELCH & BRITTAIN
2200 KEYS FERRY COURT
P. O. BOX 10
MCDONOUGH, GEORGIA 30253

RE: PROPERTY OF TIMERLINE GROUP, LLC being located in Land Lots 59 and 70 of the 12th Land District of Henry County, Georgia and being particularly described in **Exhibit "A"** hereto attached and made a part hereof.

NOTICE OF EXECUTION OF AMENDMENT TO DEVELOPMENT AGREEMENT

STATE OF GEORGIA

HENRY COUNTY

Notice is hereby given that the property described above is subject to an Amendment to Development Agreement dated December 13, 2004, between the City of Stockbridge and Timberline Group, LLC. The original of said Amendment to Development Agreement is maintained as part of the permanent records of the City of Stockbridge, Georgia. The terms and conditions of said Amendment to Development Agreement are hereby incorporated herein and made a part hereof by reference.

COPY

CITY OF STOCKBRIDGE, GEORGIA

By: Merle Manders
Merle Manders
City Clerk

[SEAL]

Signed, sealed and delivered
in the presence of the
undersigned this 18th day of
February, 2005.

Witness

Notary Public

LINDA A. GUNN NOTARY PUBLIC HENRY COUNTY GEORGIA EXPIRES APRIL 9, 2008

BRUSH CREEK COMMONS

Legal Description

All that tract or parcel of land, containing **15.96 acres** more or less, lying and being in Land Lot 70 and 59 of the 12th District of Henry County, Georgia, as shown on preliminary plat by Bunn Grading Company, Inc., dated 7/14/03, and being more particularly described according to said plat as follows:

COMMENCING at the intersection of the centerline of Askew Road and the northern right-of-way line of State Route 42 and State 138; thence, Southeasterly a distance of 467.58 feet to an iron pin; thence, North 44 degrees 7 minutes 55 seconds East a distance of 225.72 feet to the **POINT OF BEGINNING**; thence, North 44 degrees 22 minutes 29 seconds East a distance of 34.28 feet to a point; thence, South 51 degrees 13 minutes 8 seconds East a distance of 360.00 feet to a point; thence, North 38 degrees 35 minutes 37 seconds East a distance of 360.00 feet a point; thence, North 51 degrees 32 minutes 18 seconds West a distance of 325.00 feet a point; thence, North 44 degrees 8 minutes 4 seconds East a distance of 267.48 feet to a point; thence, North 3 degrees 30 minutes 52 seconds West a distance of 113.75 feet to a point; thence, South 89 degrees 57 minutes 37 seconds East a distance of 280.97 feet to a point; thence South 10 degrees 43 minutes 44 seconds West a distance of 45.70 feet to a point; thence, North 89 degrees 58 minutes 34 seconds East a distance of 694.39 feet to a point on the western right of way line of Shields Drive; thence, along a curve having a radius of 793.27 feet, a chord bearing of South 8 degrees 19 minutes 12 seconds East a distance of 115.57 feet to a point; thence, South 31 degrees 10 minutes 46 seconds a distance of 82.49 feet to a point; thence, South 33 degrees 14 minutes 43 seconds East a distance of 306.52 feet to a point; thence, South 35 degrees 31 minutes 23 seconds East a distance of 135.04 feet to a point; thence, North 89 degrees 4 minutes 1 second West a distance of 1032.00feet to a point; thence, along the eastern right of way line of the proposed street as shown on the attached site plan by Bunn Grading Co. Inc. a distance of 481.91 feet to a point; thence, North 51 degrees 8 minutes 8 seconds West a distance of 25.00 feet to a point; thence, South 38 degrees 51 minutes 52 seconds West a distance of 28.67 feet to a point; thence, North 51 degrees 8 minutes 8 seconds West a distance of 460.68 **POINT OF BEGINNING**.

CITY OF STOCKBRIDGE
4545 NORTH HENRY BLVD.
STOCKBRIDGE, GA 30281
770-389-7900
FAX 770-389-7912

Bush Creek Commons
Return to
Jenine –
Make copy
for City file

DATE: February 22, 2005

FROM: Merle Manders
City Manager

TO: Jenine
Smith, Welch & Brittain
PO Box 10
McDonough, GA 30281

SUBJECT

Notice of Execution of Amendment
Bush Creek Commons dated 12-13-2

MESSAGE:

Included:
Original copy of the above referenced document-

SMITH, WELCH & BRITTAIN

ATTORNEYS AT LAW

ERNEST M. SMITH (1911-1992)
A. J. WELCH, JR.
J. MARK BRITTAIN
E. GILMORE MAXWELL (TN & GA)
BYRD GARLAND
BRUCE MCFARLAND
JOHN P. WEBB
C. WALTER PENDERGRASS, III
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PANDORA E. HUNT (HI & GA)
EARNELLE P. WINFREY
CARA D. WELCH
JOSEPH W. TAYLOR
DAVID M. WALDROUP

February 17, 2005

Merle Manders
City of Stockbridge
4545 North Henry Boulevard
Stockbridge, Georgia 30281

Re: **Notice of Execution of Amendment to Development Agreement**

Dear Mrs. Manders:

Enclosed is the original Notice of Execution of Amendment to Development Agreement between the City and Timberline Group, LLC. Please execute this document before a notary public, place the City's seal below your signature, and return the original to me for filing. Should you have any questions, please let me know.

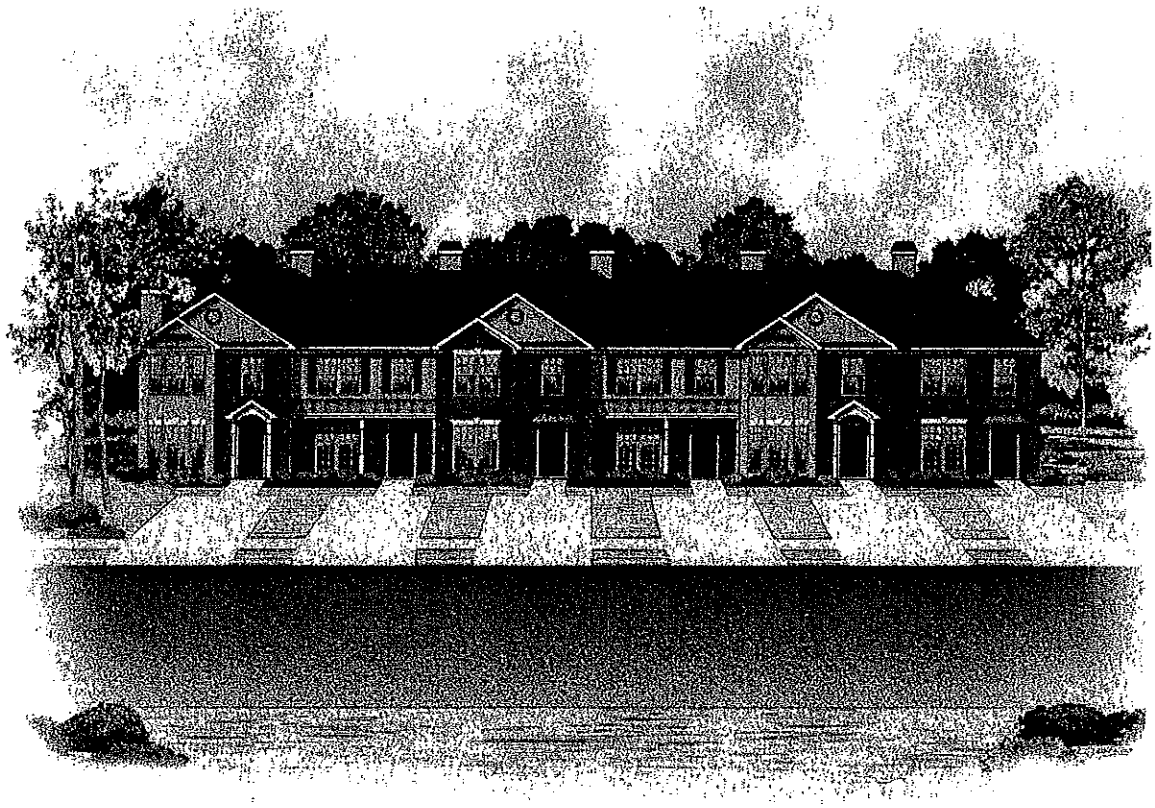
Sincerely,

SMITH, WELCH & BRITTAIN

Jenine Sohler

Jenine Sohler
Paralegal

Enclosure



Brush Creek Commons

Timberline Group, LLC
October 7, 2004

COPY

Letter of Request
Conceptual Site Plan

2 Townhome Renderings

3 Amenities Table
Home Owner Letters
Proposed Amenities

4 Single Family Location on Concept Plan
Single Family Exterior House Photos
Single Family Interior House Photos

5 Full Size Concept Plan (24"x36")

COPY

DEVELOPMENT AGREEMENT

FOR

BRUSH CREEK COMMONS

Location off North Henry Blvd.-behind the QT and Waffle House

Royce Grant

JULY 21, 2003

AMENDED DECEMBER 13, 2004

STATE OF GEORGIA

COUNTY OF HENRY

COPY

AMENDMENT TO

DEVELOPMENT AGREEMENT

COMES NOW the CITY OF STOCKBRIDGE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia (hereinafter "City") and TIMBERLINE GROUP, LLC (hereinafter referred to as "Owner" or "Developer"). The City and Owner do hereby amend that certain Development Agreement (hereinafter "Agreement") dated July 21, 2003, entered into between the City and Royce Grant; and

WHEREAS, Royce Grant has transferred its interest in the Property to Owner; and

WHEREAS, Owner has requested an amendment to said Agreement because the site plan presented to the City Council for consideration of zoning misrepresented the floodplain; and

WHEREAS, said site plan indicated the floodplain consisted of approximately three point eight seven (3.87) aces; and

WHEREAS, the actual floodplain is approximately five point six nine eight (5.698) acres, thereby significantly reducing the buildable area on the property for townhouses; and

WHEREAS, the modifications contained herein are the minimum necessary for the Owner to develop the Property for townhouses; and

WHEREAS, pursuant to Section 11 of the Agreement, the City and Owner desire to amend said Agreement as follows:

ARTICLE I

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The parties also acknowledge that the net density restrictions imposed by the Stockbridge Zoning Ordinance are applicable to the Project, and that the Project shall feature no more than forty-one (41) units. Owner's request to develop single-family residences along Shields Drive is withdrawn, and Owner agrees to not request any variances concerning the use of the two hundred foot (200') buffer area along Shields Drive.

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f) All exterior facades shall consist of brick. The cornices and gables shall consist of stucco, stone, and/or hardi-plank.

ARTICLE III

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph k) in its entirety and inserting in lieu thereof the following paragraph k):

k) Owner shall not construct an entrance or exit onto Shields Drive for access to the Project.

ARTICLE IV

Section 2, Paragraph C) of the Agreement is hereby amended by striking subparagraph l) in its entirety and inserting in lieu thereof the following paragraph l):

l) Owner shall maintain a two hundred foot (200') buffer between the Project and Shields Drive. An exemption to this condition shall automatically arise should the City Council approve a rezoning of said buffer area to a single family detached residential zoning classification.

Article V

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- Covered pavilion with fireplace;
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- Putting green;
- Tennis Court – lighted and enclosed featuring a minimum of one (1) Basketball Goal at each end;
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ARTICLE VI

Section 3 of the Agreement is hereby amended by inserting the following paragraphs:

a) The maximum units per building may increase from five (5) units to six (6) units per building.

b) The minimum distance between buildings may be reduced from forty feet (40') to twenty feet (20').

c) Reduction in buffer from thirty feet (30') to ten feet (10') along the proposed entrance and between the proposed location of the first building from the entrance and the Property line as depicted in the proposed site plan included in Owner's October 7, 2004 proposal attached hereto as **Exhibit "A"**, submitted to the City Council and on file with the City Clerk.

d) Individual residential garbage pick-up may be permitted.

ARTICLE VII

A new Section 20 shall be added to the Agreement as follows:

20.

Attorney's Fees

The Owner hereby agrees to reimburse the City for all reasonable and necessary legal fees and costs, not to exceed normal hourly rate paid by City, that are incurred by the City regarding the preparation of this Agreement, any amendments thereto and any reasonable and necessary litigation expenses incurred by the City in any civil action or administrative

action regarding this Agreement whether same is filed by the City, Owner, Developer, or third person or entity. The Owner shall remit payment of all said legal fees and costs to the City within ten (10) days of receipt of an invoice for same.

ARTICLE VIII

It is the parties intent that this amendment shall take effect immediately.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this 13th day of December, 2004.

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
R. G. KELLEY, Mayor

ATTEST:

_____
MERLE MANDERS, City Clerk

(Seal)

Version 8

OWNER:

TIMERLINE GROUP, LLC

BY: _____ (L.S.)
BRIAN W. CAGLE
Managing Partner [Title]

Signed, sealed and delivered
before me this 13 day of
December, 2004.

_____
Notary Public

N.J. SOHLER
NOTARY
EXPIRES: 6-25-2006
PUBLIC
COWETA COUNTY GEORGIA

ATTEST: _____
James Barnes, Secretary

EXHIBIT "A"

TIMBERLINE GROUP, LLC PROPOSAL DATED OCTOBER 7, 2004

File No. 379-0000-02-23

Return to: SMITH, WELCH & BRITTAIN
2200 KEYS FERRY COURT
P. O. BOX 10
MCDONOUGH, GEORGIA 30253

RE: PROPERTY OF TIMERLINE GROUP, LLC being located in Land Lots 59 and 70 of the 12th Land District of Henry County, Georgia and being particularly described in **Exhibit "A"** hereto attached and made a part hereof.

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STATE OF GEORGIA

HENRY COUNTY

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COPY

CITY OF STOCKBRIDGE, GEORGIA

By: Merle Manders
Merle Manders
City Clerk

[SEAL]

Signed, sealed and delivered
in the presence of the
undersigned this 18th day of
February, 2005.

Witness

Notary Public

LINDA A. GUNN NOTARY PUBLIC HENRY COUNTY EXPIRES GEORGIA APRIL 9, 2008

BRUSH CREEK COMMONS

Legal Description

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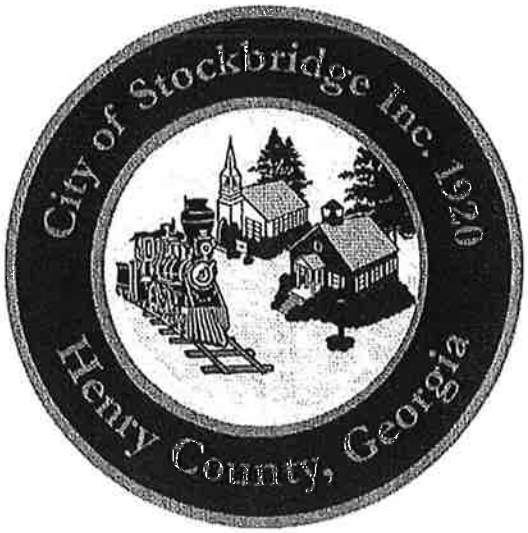
COPY



DEVELOPMENT AGREEMENT

FOR

BRUSH CREEK COMMONS

Location off North Henry Blvd.-behind the QT and Waffle House

ROYCE GRANT

JULY 21, 2003
AMENDED DECEMBER 13, 2004
AMENDED AUGUST 13, 2007

STATE OF GEORGIA

COUNTY OF HENRY

COPY

SECOND AMENDMENT TO

DEVELOPMENT AGREEMENT

COMES NOW the CITY OF STOCKBRIDGE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia ("City") and TIMBERLINE GROUP, LLC ("Owner" or "Developer"). The City and Owner do hereby amend that certain Development Agreement ("Agreement") dated July 21, 2003, entered into between the City and Royce Grant; and

WHEREAS, Royce Grant has transferred its interest in the Property to Owner; and

WHEREAS, Owner has presented evidence to the Mayor and Council that because of soil conditions Owner will be unable to construct the tennis court referenced in Article V, Section 2, Paragraph C of the Amended Development Agreement; and

WHEREAS, Owner has requested an amendment to Paragraph 3 of the Development Agreement entitled "Variances"; and

WHEREAS, pursuant to Section 11 of the original Development Agreement, the City and Owner desire to amend said agreement as follows:

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER STATED, IT IS AGREED AS FOLLOWS:

1. Paragraph 3 is amended to add the following:
   The front setback requirements for the buildings are hereby reduced to 10 feet.

2. The paragraph referencing the tennis court described in Article V of the Amended Development Agreement is stricken in its entirety.

3. A regulation 60' x 90' soccer field shall be constructed in the area designated for the tennis court, which shall include 2 goals appropriate for the 3v3 format. In addition, the second playground shall be enlarged to accommodate a commercial quality 2-bay/4-station full-size swing set, a full-size commercial quality slide, a commercial quality climbing station (monkey bars, ring climber, chin-up bar, and balance beam), and 2 commercial quality park benches. The floor area of the playground will be recessed and mulched so as to prevent weeds and grasses from growing and to promote a safe play area. The drawing for the playground, swing set, slide, climbing station, benches, soccer field, pavilion,

volleyball court, and putting green shall be incorporated herein.

4. The outside construction of the buildings to be built thereon shall have the appearance and exterior material makeup as shown on Exhibit I hereto attached and made a part hereof. The playground facilities described in Paragraph 3 above are also shown on said Exhibit I, and the same are hereby incorporated herein and made a part hereof. The variance set forth in Paragraph 1 above is also shown on said Exhibit I and incorporated herein and made a part hereof.

[SIGNATURES ON NEXT PAGE]

CITY OF STOCKBRIDGE, GEORGIA

This the 13th day
of August, 2007.

By: _____ (L.S.)
R. G. KELLEY, Mayor

ATTEST:

_____
Merle Manders, City Clerk

[SEAL]

TIMBERLINE GROUP, LLC

BY: _____ (L.S.)
BRIAN W. CAGLE
MEMBER (Title)

Signed, sealed and delivered
before me this 31st day of
AUGUST, 2007.

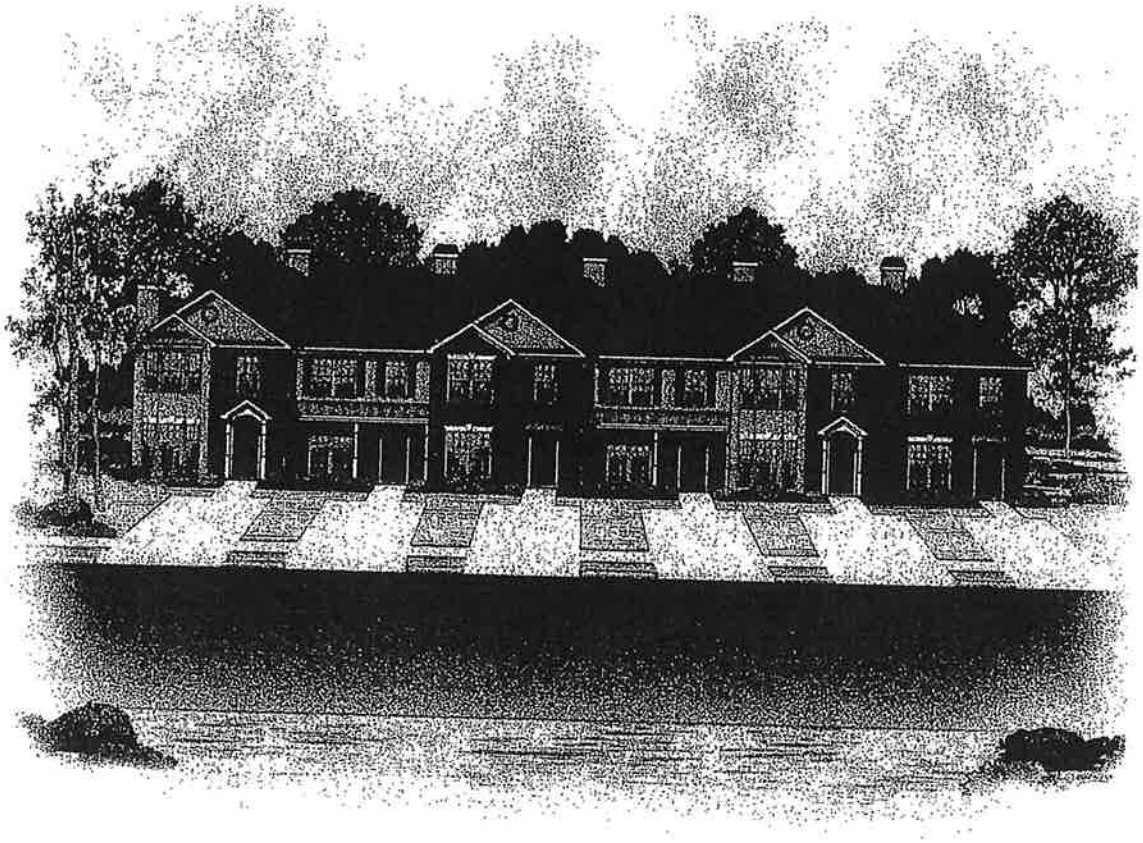
_____
Notary Public

[SEAL]

My Comm. Expires
May 11, 2009
PUBLIC
HENRY COUNTY GEORGIA

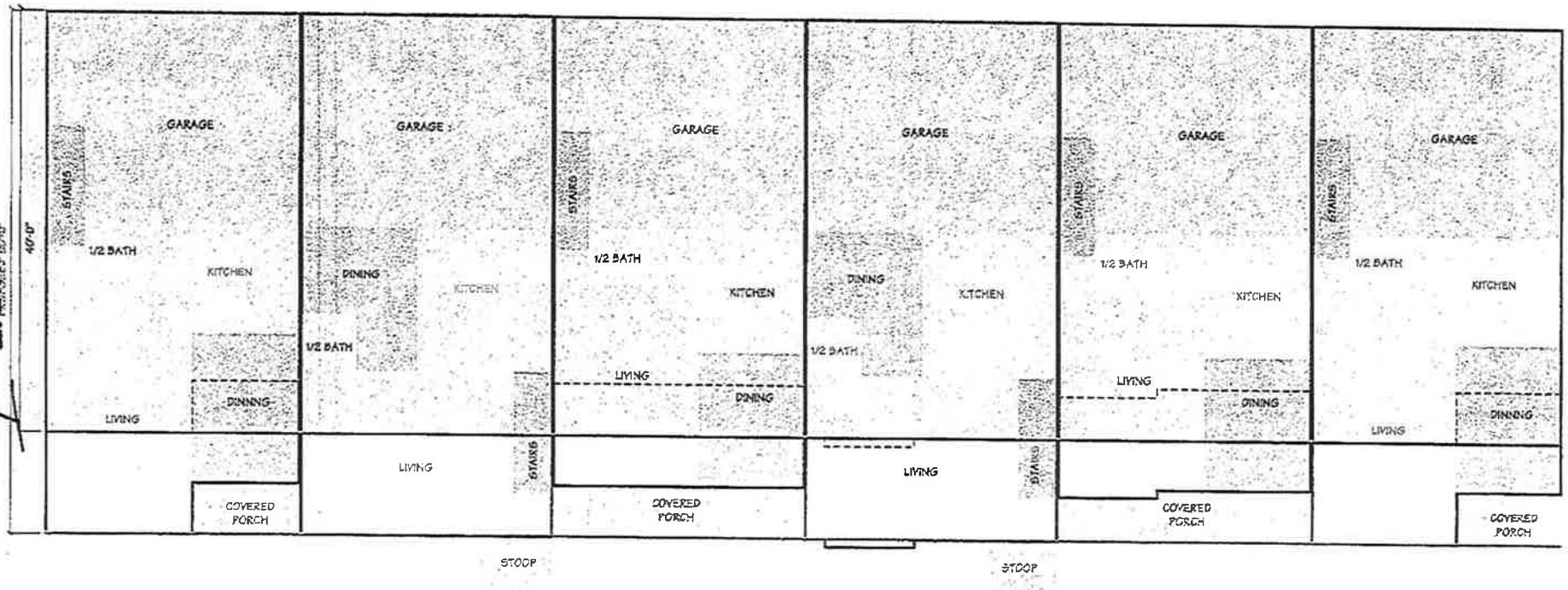
ATTEST:

_____, Secretary
Jeffrey A. Martin



Brush Creek Commons

Timberline Group, LLC
October 7, 2004

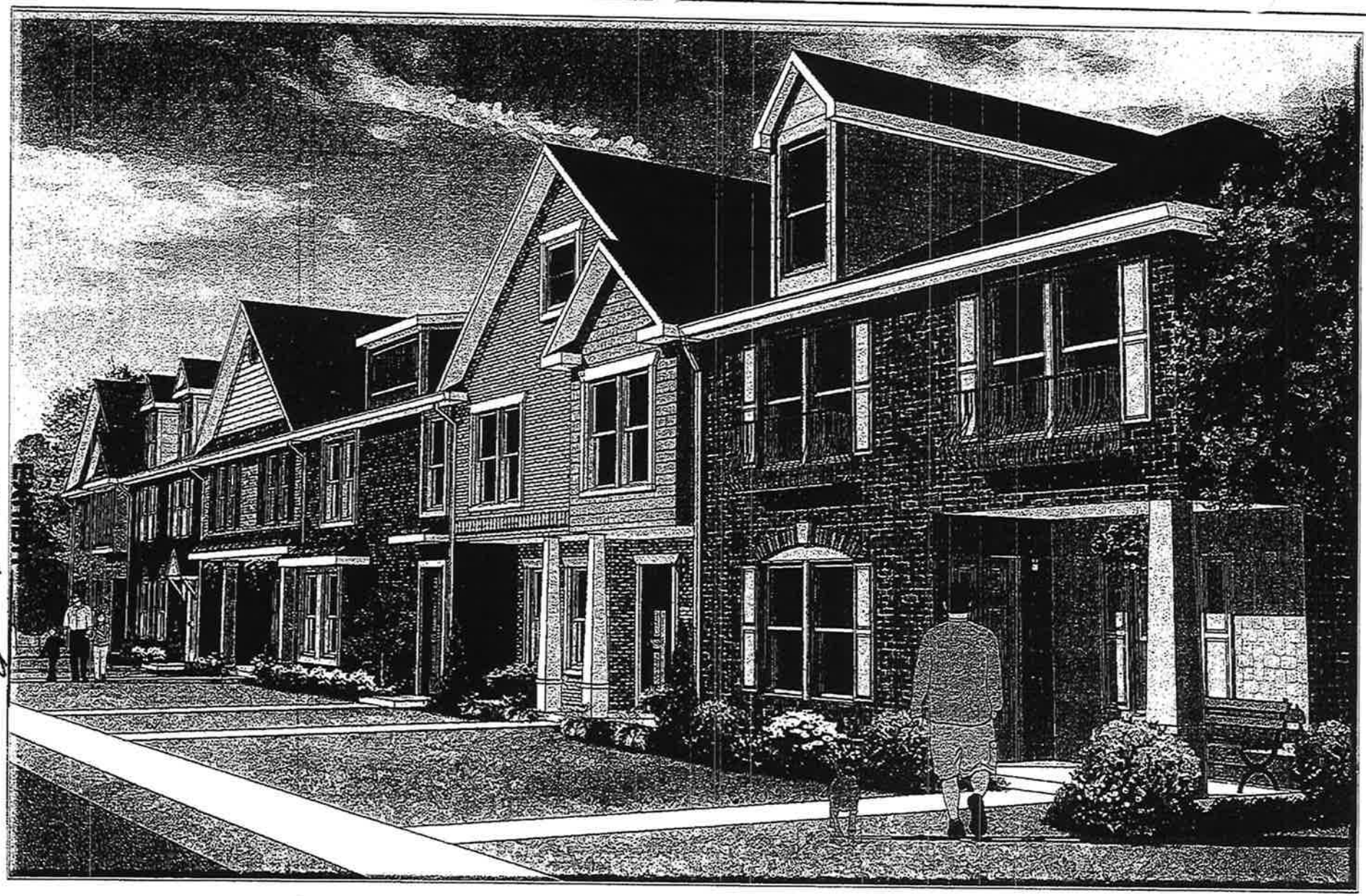


EXHIBIT

Page 1 of 2

——— - Current Building Lines

- - - -



Page 2 of 2

CAGLE HOMES
770-210-HOME
www.caglehomes.com

Elevations Information

Individual detail is achieved with a mixture of covered entryways, porches, bay windows, and balconies. Each home is separate and distinct with varying roof lines, dormers, and gables. Facades are predominantly brick, with stone, Hardi-plank or Hardi-shake accents.

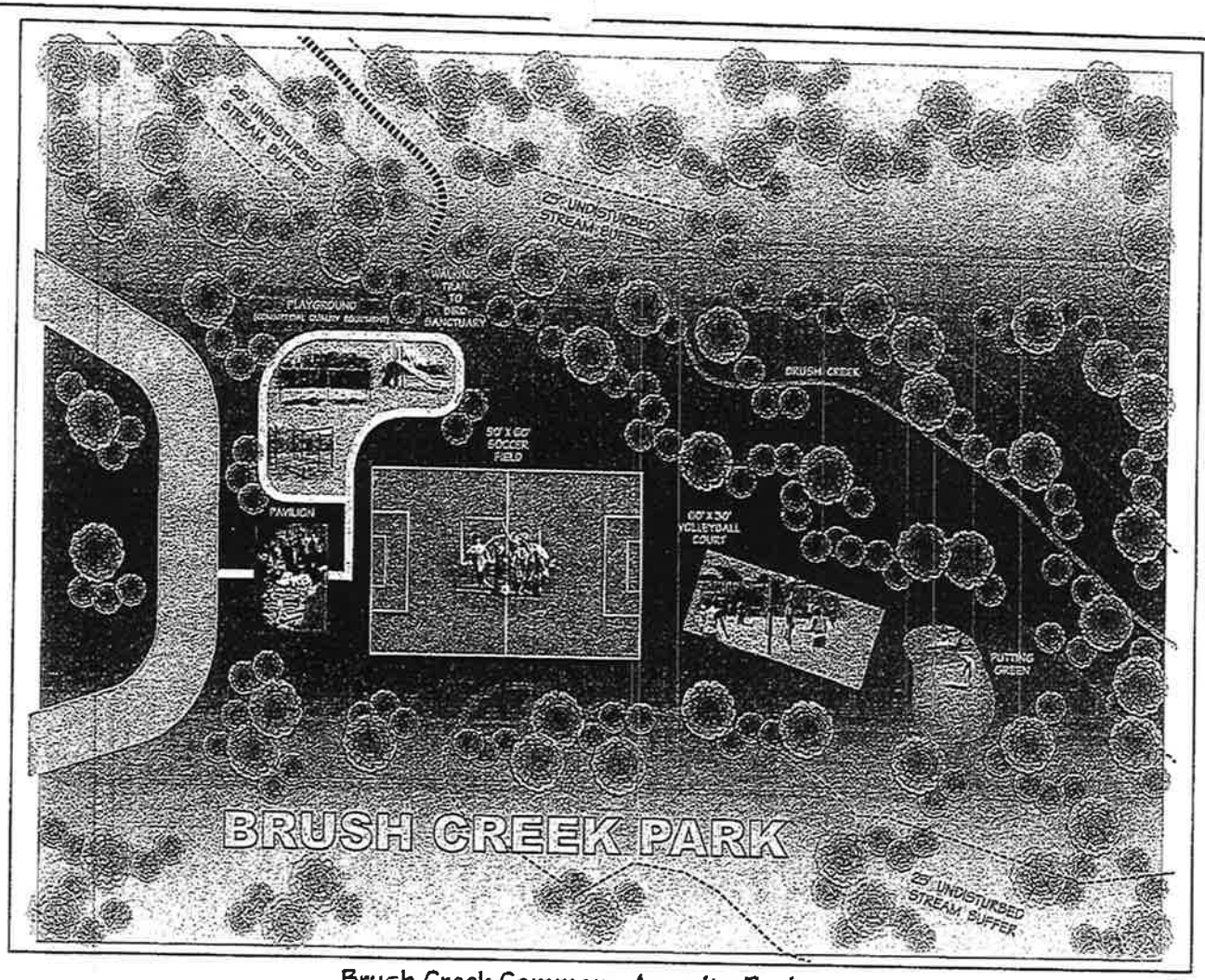
Brick

Stone

Hardi-Siding

Hardi-Shake

EXHIBIT 1
Page 3 of 3



Brush Creek Commons Amenity Package

* Gazebo at entrance of development to serve as a waiting area for school bus pickup
* Sodded Sports Area adjacent to Gazebo
* 1300 Square Foot Clubhouse with Full Kitchen and Fitness Equipment
* Fenced Tot Lot (Ages: 2 – 5) located adjacent to Clubhouse
* Brush Creek Park

1. Covered Pavilion with Picnic Area and Fireplace
2. Regulation 60' X 30' Beach Volleyball Court
3. Regulation 60' X 90' 3 on 3 Soccer Field with Goals
4. Putting Green with multiple holes and sand trap
5. Upgraded and Enlarged, commercial quality playground:
   2 Bay, 4 Station Swing Set with Buckets and Belts
   Climbing Station: "Monkey Bars", Ring Climbers, Chin-up Bar, and Balance Beam
   Free Standing Wave Slide with 5' Deck
   2 Commercial Quality Park Benches
7. Over 1400 Ft. of Walking Trail
8. Bird Sanctuary with Feeders, Houses, and Benches for observation

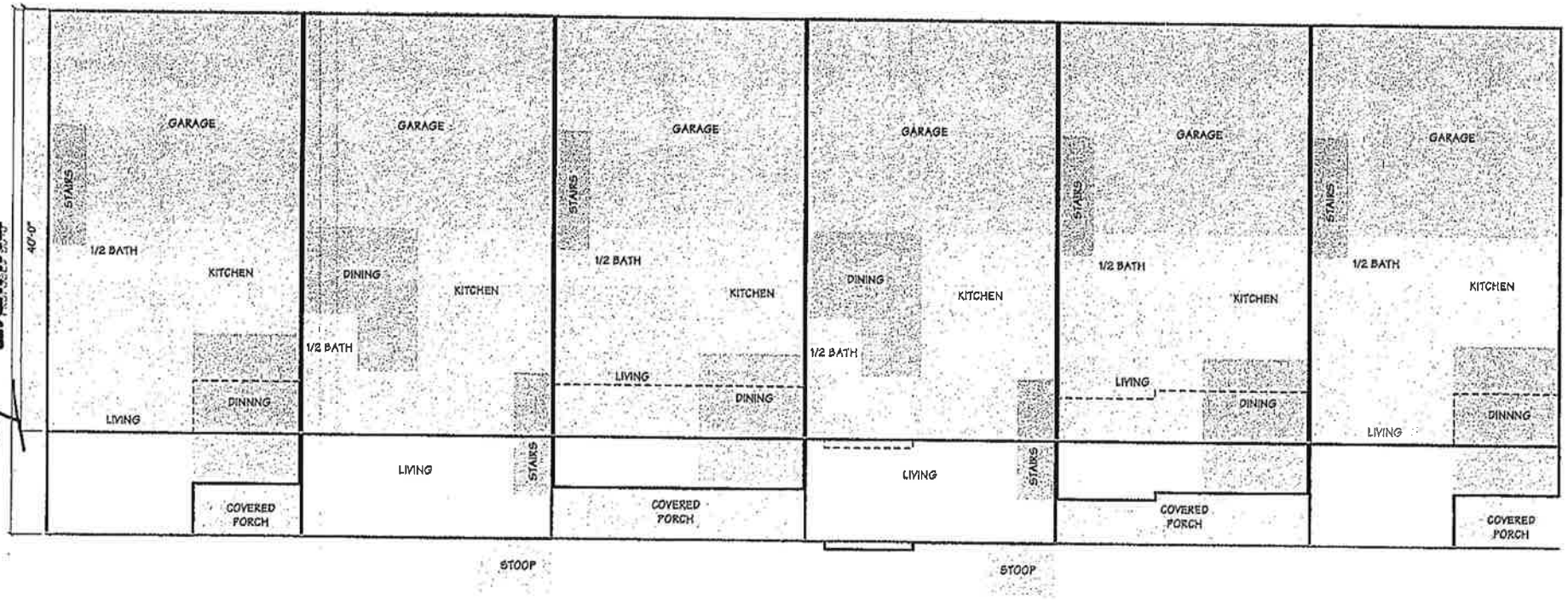
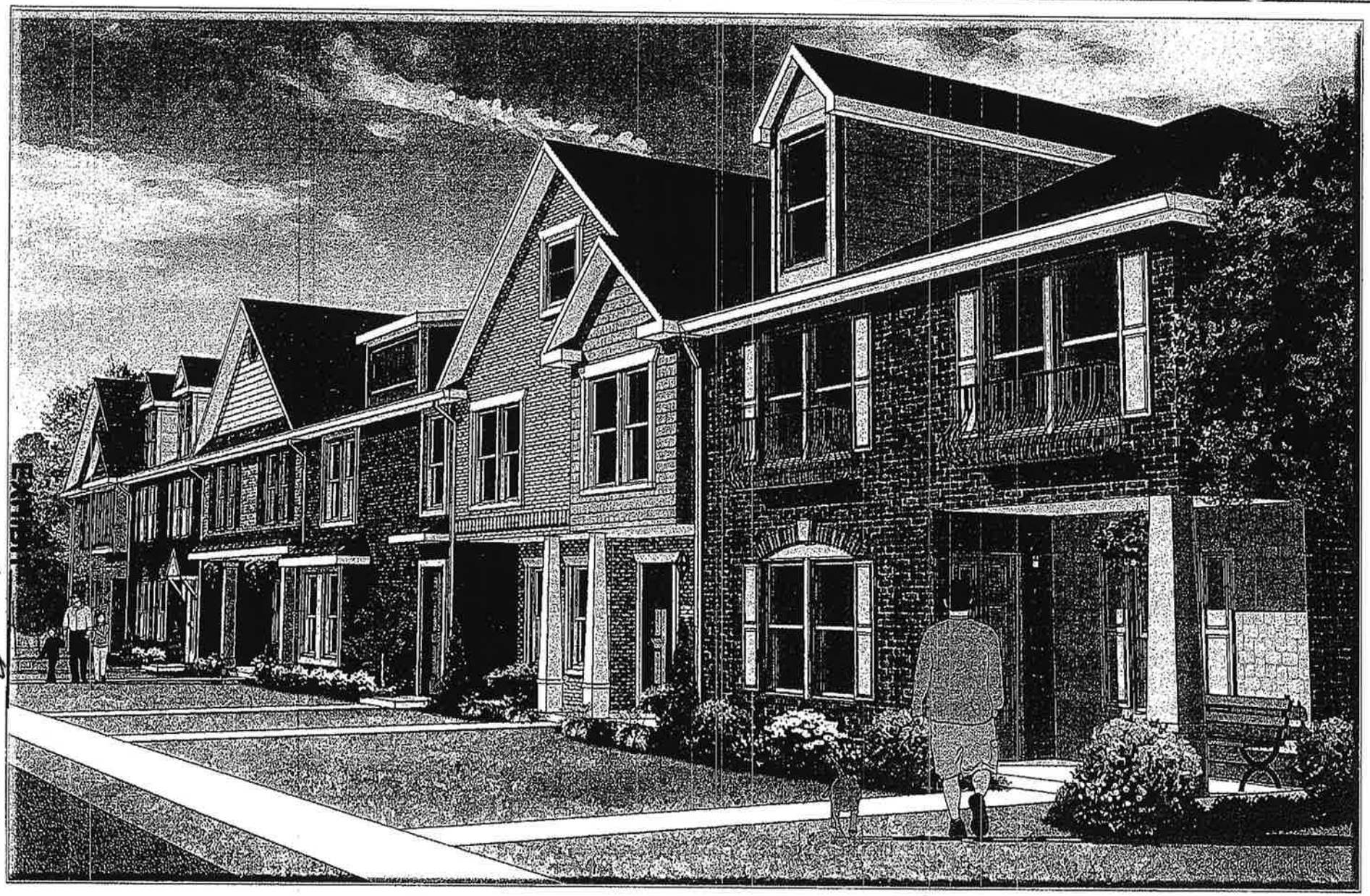


EXHIBIT
Page 1 of 2

——————— - Current Building Lines

- - - -



Page 2 of 2

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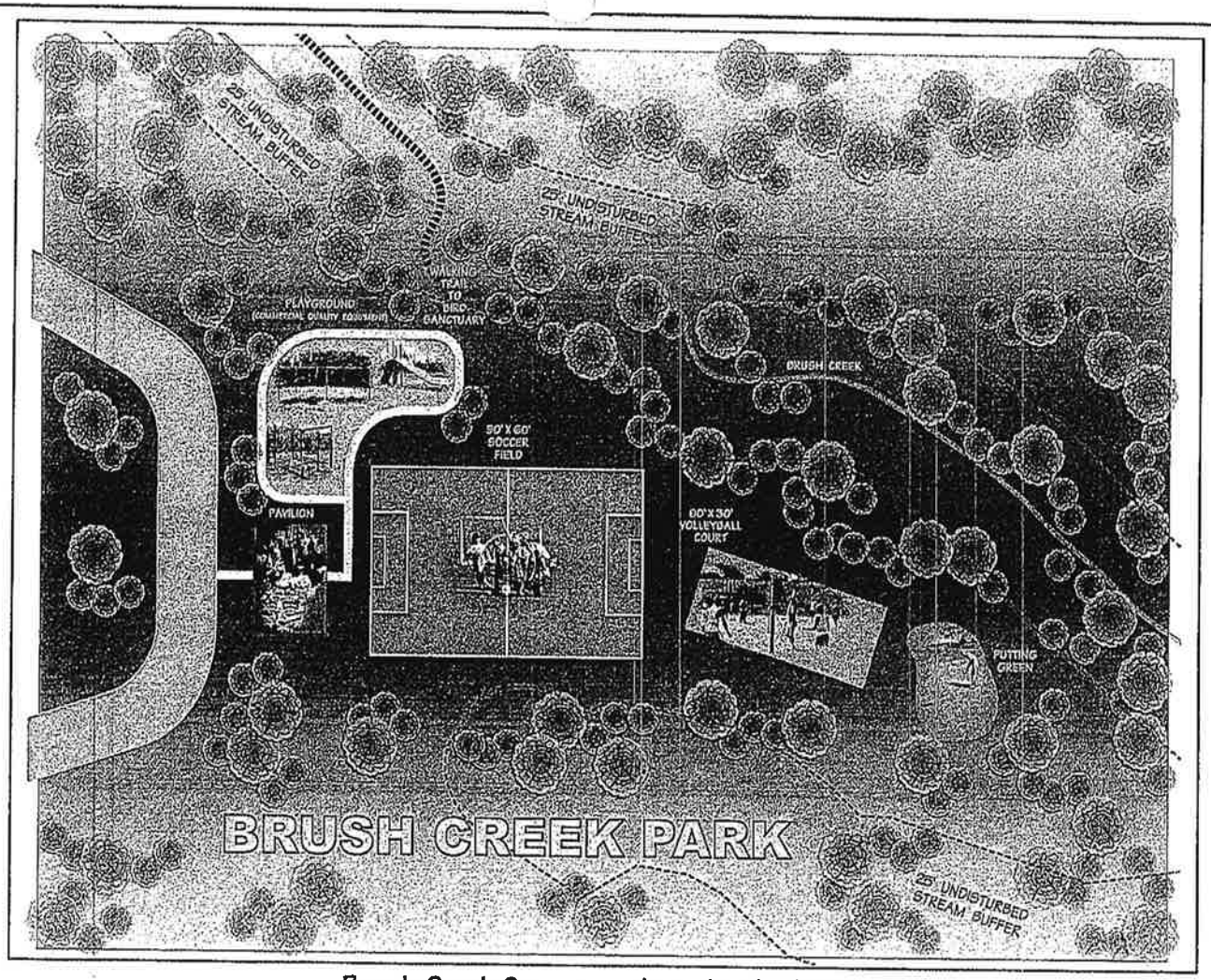
Brick

Stone

Hardi-Siding

Hardi-Shake

EXHIBIT 4
Page 3 of 3



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  8. Bird Sanctuary with Feeders, Houses, and Benches for observation

City of Stockbridge

4545 North Henry Boulevard • Stockbridge, Georgia 30281
Phone: (770) 389-7900 • Fax: (770) 389-7912
e-mail: cityhall@cityofstockbridge.com

MAYOR
R. G. Kelley

COUNCIL MEMBERS
Harold Cochran
Fred Evans
W. A. Gardner
Steve Moon
Leila S. Turner

CITY MANAGER
Ted Strickland

CITY CLERK
Merle Manders

January 28, 2008

Development Plan Review
Henry County
100 Windy Hill Rd
McDonough, Georgia 30253

RE: Brush Creek Commons – City Acceptance of Plan Modifications

Dear Sir/Madam:

The purpose of this letter is to provide the Henry County Development Plan Review (DPR) with written acknowledgement of the modifications to the approved site development plans at the Brush Creek Commons town house development, so that the project may proceed through the final plat process.

The City of Stockbridge has received a copy of the latest revisions to the site development plans that reflect the modifications to the approved plans made during the construction phase and has reviewed these plans with the developer's engineer.

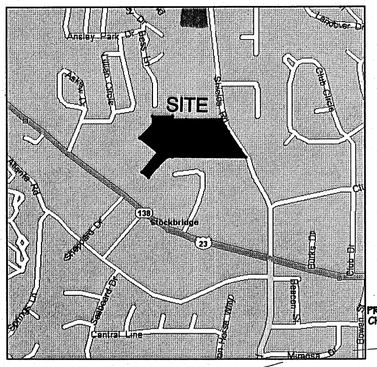
The City of Stockbridge acknowledges that the developer was able to construct the detention pond with no retaining walls and that the design professional has provided an As-built Pond Certification certifying that the pond has been constructed to function as designed. The City of Stockbridge will accept the modifications to the detention pond and pond certification.

The City of Stockbridge acknowledges that the grading company encroached into a portion of the stream buffer during the grading of the detention pond, that the contractor took corrective action as directed by Henry County Building Department, that a representative of Henry County oversaw the corrective action, and that the City of Stockbridge in the capacity of Local Issuing Authority for the EPD accepts the corrective action and did not require an after the fact stream buffer variance.

The City of Stockbridge acknowledges that the slope at the end of Natasha Court was constructed without a retaining wall and that the slope is steeper than the standard fill slope. Based on a letter dated November 8, 2007 from Land Engineering and Development, and upon installation of the guard rail, the City of Stockbridge will accept the modifications to the slope at the end of Natasha Court.

Ted Strickland
City Manager

* See Admin. Variance file



LOCATION MAP

N.T.S.

N/F
STOCKBRIDGE
MINI WAREHOUSES
ZONED C-2
5334 North Henry Blvd.

N/F
WESTCHESTER, INC.
ZONED RMH

N/F
BETTY HSU
ZONED RMH
191 Shields Rd.

N/F
KILGORE
ZONED C-2
S07-01006004

N/F
QUIKTRIP
ZONED C-2
5260 North Henry Blvd.

N/F
ANDREW CAREY BUNN
ZONED C-2

N/F
STOCKBRIDGE
STATION, L.L.C.
ZONED C-2
5244 North Henry Blvd.

N/F
COBBLESTONE VILLAGE APTS.
ZONED RMH

N/F
JOHN D. JARRETT
ZONED RMH
141 Shields Rd.

PaE
CeC
CeB
CfC2
GwC3
PgE

AREA:
676,792 S.F.
(15.537 ACRES)

TRACT 2
DEDICATION AREA
15,748 S.F. OR
0.3615 ACRES

APPROXIMATE LOCATION OF LAND LOT LINE
LL 70
LL 59

SHIELDS ROAD 60' R/W

NORTH HENRY BLVD. 42' R/W VARIES

SHEPPARD DRIVE

Brush Creek Court (50' R/W)

INSTALL 12' GATE

INSTALL "STOP" SIGN PER GA DOT DETAIL R1-1

INSTALL HANDICAP RAMP AND SIGNAGE

CLUB HOUSE TO MOVE TO NEXT TO LOT 24. AS-BUILTS CONFIRM SEWER AND WATER ARE PLUMBED FOR THIS LOCATION

MOVE BIRD SANCTUARY TO MORE EASILY ACCESSABLE LOCATION

PUTTING GREEN, PAVILLION, AND COMBINED SINGLE PLAYGROUND FOR MULTIPLE AGES INSTEAD OF TWO INDIVIDUAL PLAYGROUNDS MOVED NEXT TO LOT 1.

CHANGED TO ONE COMBINED PLAYGROUND.

PAVILLION FIREPLACE CHANGED FOR GRILLS.

SECOND AMENDMENT CHANGED TO A SOCCER FIELD. THIS WOULD BE REMOVED.

VOLLEYBALL COURT & WALKING TRAIL REMOVED.

REMOVE VOLLEYBALL COURT, SOCCER FIELD, WALKING TRAIL AND PARKING.

NET DENSITY IS BASED ON APPROVED CONCEPT PLAN

LEGEND

POB POINT OF BEGINNING
IPS IRON PIN SET
IPF IRON PIN FOUND
CMF CONCRETE MONUMENT FOUND
UP UTILITY POLE
LP LIGHT POLE
FP FLAG POLE
SSMH SANITARY SEWER MANHOLE
SDMH STORM DRAIN MANHOLE
DI DROP INLET
INV INVERT
FH FIRE HYDRANT
EP EDGE OF PAVEMENT
TC TOP OF CURB
BC BOTTOM OF CURB
TW TOP OF WALL
BW BOTTOM OF WALL
OU OVERHEAD UTILITY
UE UNDERGROUND UTILITY
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
PVC POLYVINYL CHLORIDE PIPE
GUY GUY WIRE ANCHOR
TR TRANSFORMER
JB JUNCTION BOX
SWCB SINGLE WING CATCH BASIN
DWCB DOUBLE WING CATCH BASIN
CLF CHAIN LINK FENCE
WV WATER VALVE
WM WATER METER
CO SEWER CLEAN-OUT
GV GAS VALVE

24-HR Contact:
Brian Cagle
770-210-4663

IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
770-623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER
IT'S THE LAW

Preliminary Plat

60 30 0 60 120 180
GRAPHIC SCALE IN FEET
Scale: 1" = 60'

TYPICAL LOT (REAR ENTRY)
SCALE: 1"=50'

ZONING CONDITIONS

ZONING REQUIREMENTS OF PROPERTY (REFER TO THE DEVELOPMENT AGREEMENT DATED DECEMBER 13, 2004.)

A. THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT IS CONDITIONAL UPON THE CITY REZONING THE PROPERTY TO THE ZONING CLASSIFICATION AS FOLLOWS:

A. REZONING. THE PROPERTY DESCRIBED IN EXHIBIT A, FOR A TOTAL OF 15.86 ACRES, MORE OR LESS, SHALL BE REZONED FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-2) TO MULTI-FAMILY RESIDENCE DISTRICT (RM-2 TOWNHOUSES). PROJECT NOT EXCEED 41 UNITS TOTAL.

B. REQUIREMENTS GENERALLY. OWNER SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND CONDITIONS OF THE ZONING ORDINANCE, EXCEPT WHERE SPECIFICALLY EXCLUDED HEREIN, IN THE DEVELOPMENT OF THE PROPERTY INCLUDING THOSE EXPRESSED HEREIN. FOR SPECIFIC REFERENCE, RM ORDINANCE NUMBER 03-80, EFFECTIVE ON MARCH 10, 2003, SHALL APPLY AND IS ATTACHED HERETO AS EXHIBIT D, AND INCORPORATED HEREIN BY REFERENCE. IN ADDITION TO SAID ORDINANCES, THE CONDITION CONTAINED IN THIS AGREEMENT SHALL APPLY. IF THERE IS A CONFLICT BETWEEN THE ZONING ORDINANCES AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL CONTROL.

C. DEVELOPMENT CONDITIONS.

1. THE FOLLOWING CONDITIONS SHALL APPLY TO THE PROPERTY.

A. REVISE SITE PLAN TO ADHERE TO ALL CITY OF STOCKBRIDGE RM-2 ORDINANCE REQUIREMENTS. (NOTE THAT APPROVAL OF THIS REZONING IS NOT AN APPROVAL OF THE SITE PLAN SUBMITTED.)

B. MAXIMUM BUILDING HEIGHT SHALL BE SHOWN ON THE SITE PLAN.

C. ALL TOWNHOUSES SHALL HAVE A MIXTURE OF FRONT FAÇADE CONSISTING OF COVERED ENTRYWAY, PORCHES, BAY WINDOWS AND BALCONIES. GARAGES SHALL BE ACCENTUATED WITH VARIATIONS OF DESIGN FORTICOS.

D. OWNER SHALL SUBMIT ELEVATIONS OF BUILDINGS TO BE APPROVED BY THE CITY. NOTE, HOWEVER, THAT THE CITY MAY APPROVE ELEVATIONS IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

E. EACH UNIT ELEVATION PER BUILDING SHALL BE SEPARATE AND DISTINCT FROM THE OTHER AND SHALL INCLUDE VARIATIONS IN ROOFLINES WHICH MAY BE ACCOMPLISHED WITH THE USE OF DORMERS, GABLES AND/OR FIREPLACES.

F. ALL EXTERIOR FACADES SHALL CONSIST OF BRICK. THE CORNICES AND GABLES SHALL CONSIST OF STUCCO, STONE, ARCHTOK HARD-PLANK.

G. OWNER SHALL INSTALL STREET TREES ALONG ALL STREETS TO BE PLACED BETWEEN THE SIDEWALK AND THE FRONT PROPERTY LINES, HAVE A MINIMUM TWO AND ONE-HALF INCH (2.5) CALIBER (D.B.H.), SHALL HAVE A MINIMUM TWENTY-FOUR FOOT (24 SQ.FT.) PLANTING AREA AND SHALL BE SPACED AN EVERAGE OF FORTY-FIVE FEET (45.) APART. OWNER SHALL PROVIDE A LIST OF TEN (10) TREES TO BE PROVIDED AND SUBJECT TO MODIFICATION BY THE CITY.

H. A STREET SCAPING PLAN SHALL BE SUBMITTED TO HENRY COUNTY PLANNING AND ZONING STAFF FOR COMMENTS AND APPROVED BY THE CITY TO INCLUDE SIDEWALKS, STREET TREES, LANDSCAPING, STREET LIGHTING AND STREET FURNISHING. NOTE, HOWEVER, THAT THE CITY MAY APPROVE THE STREET SCAPE PLAN IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

I. ANY FLOOD PLAIN ALTERATION BE SUPPORTED BY A CERTIFIED ENGINEER AT THE PLAN REVIEW STAGE.

J. THE APPLICANT SHALL SUBMIT, TO THE CITY CLERK AND CITY ATTORNEY, AN UPDATED LEGAL DESCRIPTION AND PLAT, CERTIFIED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF GEORGIA, OF THE PROPERTY.

K. OWNER SHALL NOT CONSTRUCT AN ENTRANCE OR EXIT ONTO SHIELDS DRIVE FOR ACCESS TO THE PROJECT.

L. OWNER SHALL MAINTAIN A TWO HUNDRED (200) BUFFER BETWEEN THE PROJECT AND SHIELDS DRIVE. AN EXEMPTION TO THIS CONDITION SHALL AUTOMATICALLY ARISE SHOULD THE CITY COUNCIL APPROVE A REZONING OF SAID BUFFER AREA TO A SINGLE FAMILY DETACHED RESIDENTIAL ZONING CLASSIFICATION.

M. THIS REZONING APPLIES TO ONLY THE PROPERTY AND SHALL NOT BE CONSTRUED AS APPLYING TO THE AREAS ZONED COMMERCIAL ADJACENT TO THE PROPERTY.

H. AMENITIES SHALL CONSIST OF:

- 1,300 SQUARE FOOT CLUB HOUSE WITH FULL KITCHEN AND FITNESS EQUIPMENT;
- TWO (2) SEPARATE AGE-SPECIFIC PLAYGROUNDS; A FENCED TOT LOT ADJACENT TO THE CLUB HOUSE AND ANOTHER PLAYGROUND FOR OLDER CHILDREN LOCATED NEARER TO THE ENTRANCE;
- COVERED PAVILION WITH FIREPLACE;
- VOLLEYBALL COURT;
- SODDED SPORTS AREA;
- PUTTING GREEN;
- TENNIS COURT - LIGHTED AND ENCLOSED FEATURING A MINIMUM OF TWO (2) PLAYING COURTS WITH A BASKETBALL GOAL;
- WALKING TRAILS AT LEAST FOURTEEN HUNDRED FEET (1,400.) IN LENGTH AND THREE FEET (3.) IN WIDTH;
- BIRD SANCTUARY INCLUDING A VARIETY OF BIRD FEEDERS AND BIRD HOUSES WITH BENCHES FOR OBSERVATION;
- GAZEBO AT ENTRANCE OF DEVELOPMENT TO SERVE AS A WAITING AREA FOR SCHOOL BUS PICK-UP; AND
- OWNER SHALL BE BOUND BY THE AMENITY REPRESENTATIONS MADE IN ITS OCTOBER 7, 2004 PROPOSED SITE PLAN ATTACHED HERETO AS EXHIBIT A., SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

VARIANCES

A. THE MAXIMUM UNITS PER BUILDING MAY INCREASE FROM FIVE (5) UNITS TO SIX (6) UNITS PER BUILDING.

B. THE MINIMUM DISTANCE BETWEEN BUILDINGS MAY BE REDUCED FROM FORTY FEET (40.) TO TWENTY FEET (20.).

C. REDUCTION IN BUFFER FROM THIRTY FEET (30.) TO TEN FEET (10.) ALONG THE PROPOSED ENTRANCE AND BETWEEN THE PROPOSED LOCATION OF THE FIRST BUILDING FROM THE ENTRANCE AND THE PROPERTY LINE AS DEPICTED IN THE PROPOSED SITE PLAN INCLUDED IN OWNER.S OCTOBER 7, 2004 PROPOSAL ATTACHED HERETO AS EXHIBIT A., SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

D. INDIVIDUAL RESIDENTIAL GARBAGE PICK-UP MAY BE PERMITTED.

OPEN SPACE CALCULATIONS

TOTAL ACREAGE: ±15.54 ACRES

REQUIRED OPEN SPACE

10% OF TOTAL AREA
0.10 x 15.54 AC. = 1.55 AC

Site Area:	15.54 Acres
Flood Area:	5.66 Acres
L.S. Strip / Buffer:	1.98 Acres
Detention Area:	1.48 Acres
Right-of-Way	1.47 Acres
Net Buildable Area:	6.42 Acres
Common Area:	2.88 Acres
Walking Trail:	1,655 L.F.
% of Buildable Area:	45% (Common Area/Buildable Area)
% of Total Site Area:	31% (Common Area+L.S. Strip/Buffer) (Total Site)

GENERAL SITE NOTES

1. BOUNDARY AND TOPOGRAPHICAL DATA TAKEN FROM SURVEY PERFORMED BY POINT TO POINT LAND SURVEYORS DATED 01/03/2005
2. WIDTH OF TYPICAL ROADWAY IS 26 FT.
3. LOTS SHALL UTILIZE SANITARY SEWER SERVICE.
4. POTABLE WATER SHALL BE PROVIDED BY HENRY COUNTY WATER AND SEWER AUTHORITY.
5. ALL STORM DRAINS SHALL BE EXTENDED A MINIMUM OF 30' BEHIND ANY FUTURE RESIDENCE OR BUILDING.
6. PROPOSED SPEED LIMIT WITHIN DEVELOPMENT IS 25 MPH.
7. A PORTION OF THIS SITE IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 130108 0001 A DATED JUNE 15, 1983 AND SHOWN HEREON.
8. THE UTILITIES SHOWN HEREON ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS AND PLATS OF RECORD, AND WHERE POSSIBLE, ACTUAL FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
9. A TWENTY-FOOT STORM SEWER AND SANITARY SEWER EASEMENT, AS REQUIRED BY CITY OF STOCKBRIDGE AND SHOWN ON FINAL PLAT.
10. GRADE STAKES SHALL BE SET ON ALL STREETS PRIOR TO ANY STREET GRADING. AN ASBUILT SUBGRADE CENTERLINE PROFILE SHALL BE SUBMITTED AND APPROVED BY COUNTY PRIOR TO INSTALLATION OF CURB AND GUTTER OR WATER LINES.
11. AN ASBUILT DETENTION POND DETAIL AND REVISED HYDROLOGY STUDY SHALL BE SUBMITTED TO COUNTY PRIOR TO FINAL APPROVAL OF THE HENRY COUNTY BUILDING DEPARTMENT.
12. ALL UNDISTURBED BUFFERS SHALL BE FIELD LOCATED; STAKED AND FLAGGED OR MARKED WITH "TENZAR" (OR SIMILAR TYPE FENCING); AND SHALL BE SUBMITTED TO THE COUNTY FOR APPROVAL PRIOR TO GRADING.

TAX ASSESSOR NOTES

1. TAX MAP NUMBERS SAME AS LOT NUMBERS OUT OF S07-01006000.
2. LOCATION OF DRIVEWAY DETERMINES ADDRESS ON CORNER LOTS.

SITE INFORMATION

DEVELOPER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA 30250
p:770-210-4667 f:770-897-0971

OWNER:
TIMBERLINE GROUP LLC
P.O. BOX 335
LOVEJOY, GA 30250
p:770-210-4667 f:770-897-0971

ENGINEER:
LAND ENGINEERING AND DEVELOPMENT
252 KEYS FERRY ST
MCDONOUGH, GA 30253
p:678-432-5720 f:678-432-5463

LANDSCAPE ARCHITECT:
BECKY MORRIS
7960 HWY 54
SHARPSBURG, GA 30277
p:770-251-1033 f:770-254-9380

SURVEYOR:
POINT TO POINT LAND SURVEYORS, INC
1231C EAGLES LANDING PKWY STOCKBRIDGE, GA 30281
p:678-565-6848 f:678-565-6121

Subdivision Name:	Brush Creek Commons
Site Area (Total Acreage):	676,922 SQ FT/15.54 Acres
Area of R/W:	64,033 SQ. FT./1.47 Acres
Linear Feet of Road:	1,068 LF
Site Zoning:	RM-2 Townhomes w/cond.
Setbacks:	Front =20' Side = 20' w/ building Rear =30'
Max Bldg Height:	35'
Min. Lot Size:	2,160 SQ FT
Min. Lot Width:	24' min. (interior)
Total Number of Lots:	41
Acreage Calculations:	Site Area: 15.54 ac R/W Area: 1.47 ac Flood Plain Area: 5.66 ac Detention Area: 1.48 ac LS Strip & Buffer: 1.98 ac Net Acreage: 4.25 ac (15.54-1.47-5.66-1.48-1.98)=4.95
Density Calculations:	Gross Density): 41/15.54 = 2.64 upa Net Density: 41/4.952 = 8.28 upa (based on approved concept plan)
Min. Heated Space:	1,344 sf/two-story/2 car garage 1,600 sf/two-story/2 car garage

GEORGIA REGISTERED No. 2539 PROFESSIONAL ENGINEER BRENT H. MOYE

LEAD land engineering and development
252 Keys Ferry Street
McDonough, GA 30253
P. 678.432.5720
F. 678.432.5463

Preliminary Plat Prepared For:

Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Lovejoy, Georgia 30250
P 770.210.4663
F 770.897.0971

DATE:	RELEASE DESCRIPTION
07-25-05	revised per city comments
12-09-05	revised per city comments
02-03-06	revised per city comments
03-17-06	revised per city comments

DATE: 25 Jan, 2005
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: Henry
STATE: Georgia
JOB NUMBER: 2004.039

4

4 OF 26 SHEETS

FILE NUMBER: 04-D-039

Plotted: 17 Mar 2006 at 9:43AM Project: F:\Projects\2004\2004.039\2004.039.civil.prp

REZONING ORDINANCE

CITY OF STOCKBRIDGE
STATE OF GEORGIA

ORDINANCE NO. 03-152

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF STOCKBRIDGE, GEORGIA

WHEREAS, application was filed by:

Royce Grant

to rezone the property of Royce Grant
located in the Land Lot 59 , 70 , of the 12th District, Henry County, Georgia,
at Between State North Henry Boulevard and Shields Drive

and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "property");

WHEREAS, the application seeks to have the property zoned form its current zoning classification
of R-3 single Family Residential City of Stockbridge
to RM - 2 Multiple Family Residence District - Townhouses
for the purpose of: To permit a multi - family residential subdivision

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AND IT IS HEREBY ORDAINED BY THE AUTHORITY THEREOF:

1.

That the above described property is hereby zoned to the RM-2 Multiple Family Residence Dist-Townhouses zoning classification in accordance with the Zoning Ordinance of the City of Stockbridge, Georgia.

2.

That the zoning of the above described property is subject to:
(✓) The conditions set forth on Exhibit "C" attached hereto and incorporated herein by reference.
( ) The terms of Development Agreement Attached hereto as Exhibit "B" and incorporated herein by reference.
( ) If no Exhibit "B" is attached hereto, then the property is zoned without special conditions.

3.

That the zoning map for the City of Stockbridge is hereby amended to reflect such zoning classification for the property.

4.

The zoning of the property shall become effective the first day of the month following the date hereof.

SO ORDAINED by the Mayor and Council of Stockbridge the 14th day of July

ATTEST:

CITY CLERK

R.G. KELLEY, MAYOR

EXHIBIT "C"

CONDITIONS

Conditions. The Mayor and Council grant this rezoning request subject to the following conditions:

A. Revise site plan to adhere to all City of Stockbridge RM-2 Ordinance requirements. (Note that approval of this rezoning is not an approval of the site plan submitted to the Henry County Planning and Zoning Department.)

B. Maximum building height shall be shown on the site plan.

C. All townhouses shall have a mixture of front facade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design porticos.

D. Developer shall submit elevations of the building to be approved by the Planning and Zoning Department. (Note that approval of this rezoning is not an approval of the site plan submitted to the City Council.)

E. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.

F. Each unit shall have different brick, stucco and masonry theme from the other attached units. No vinyl siding will be allowed.

G. Developer shall install street trees along all streets to be placed between the sidewalk and the front property lines, have a minimum two and one-half inch (2.5") caliber (d.b.h), shall have a minimum twenty-four foot (24 sq. ft.) planting area and shall be spaced an average of forty-five feet (45') apart. Consisting of ginko (non-fruit bearing), Japanese zekova and/or oak family type.

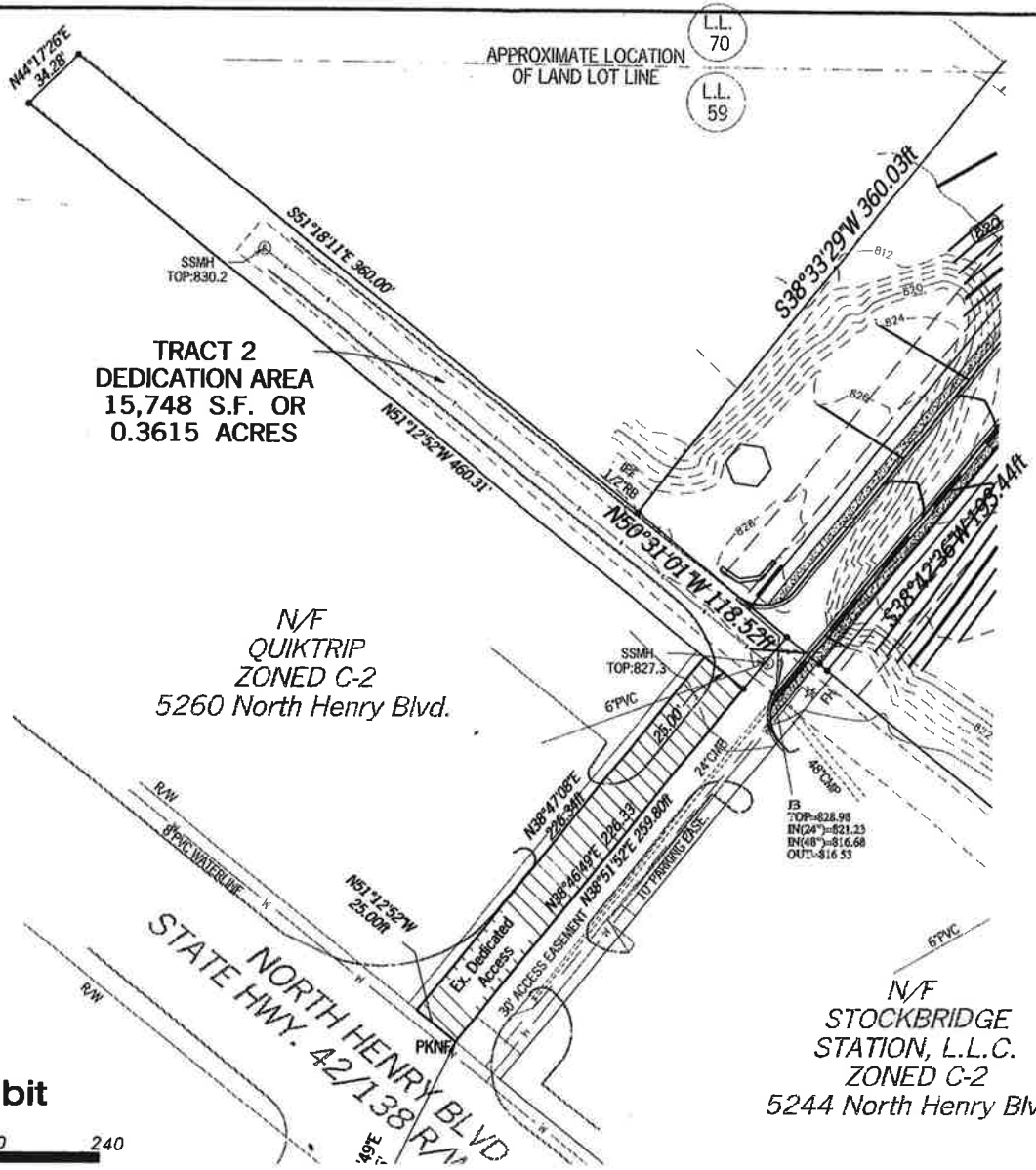
H. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.

I. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

J. Any flood plain alteration be supported by a certified engineer at the plan review stage.

K. The Applicant shall submit, to the City Clerk and City Attorney, an updated legal description and plat, certified by an engineer or surveyor licensed in the State of Georgia, of the Property.

L. This rezoning is subject to the property owner's and developers execution of a Development Agreement which will embody these conditions.



Right of Way Exhibit

60 30 0 60 120 240

Site Plan Prepared For:
Brush Creek Commons

Developer:
Timberline Group, LLC
P.O. Box 335
Locust Grove, GA 30250
P: 770.897.0971

DATE: 24 Jan, 2008
LAND LOT: 59 & 70
DISTRICT: 12th
SECTION: N/A
CITY: Stockbridge
COUNTY: HEN
STATE: Georgia
JOB NUMBER:

UNIT 1
ELEVATION "A"
END UNIT

UNIT 2
ELEVATION "B"

UNIT 3
ELEVATION "C"

UNIT 4
ELEVATION "D"

UNIT 5
ELEVATION "A"

UNIT6
ELEVATION "C"
END UNIT

1/A1.1 BUILDING FRONT ELEVATION
SCALE: 3/16" = 1'-0"

SAMPLE FRONT ELEVATION

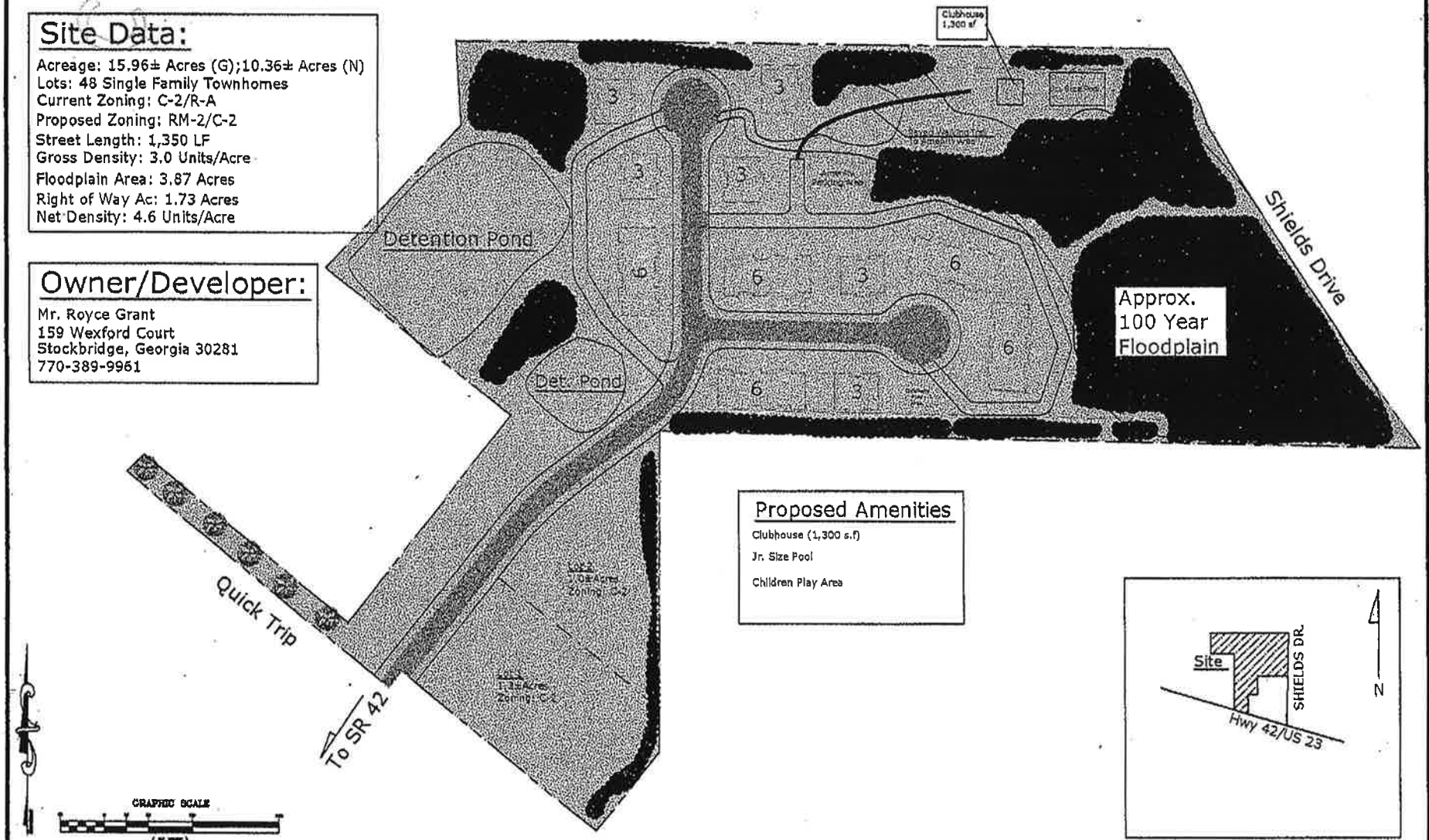
BRUSH CREEK COMMONS

Site Data:

Acreage: 15.96± Acres (G);10.36± Acres (N)
Lots: 48 Single Family Townhomes
Current Zoning: C-2/R-A
Proposed Zoning: RM-2/C-2
Street Length: 1,350 LF
Gross Density: 3.0 Units/Acre
Floodplain Area: 3.87 Acres
Right of Way Ac: 1.73 Acres
Net Density: 4.6 Units/Acre

Owner/Developer:

Mr. Royce Grant
159 Wexford Court
Stockbridge, Georgia 30281
770-389-9961



Proposed Amenities

Clubhouse (1,300 s.f)
Jr. Size Pool
Children Play Area

Location Map:

(Not to Scale)

Bunn Grading Company, Inc.

BRUSH CREEK COMMONS

Sheet 1 of 1

7/24/02

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL

ZONING CONDITIONS FROM APPROVED DEVELOPMENT AGREEMENT (12/13/04)

ZONING CONDITIONS

ZONING REQUIREMENTS OF PROPERTY (REFER TO THE DEVELOPMENT AGREEMENT DATED DECEMBER 13, 2004.)

THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT IS CONDITIONAL UPON THE CITY REZONING THE PROPERTY TO THE ZONING CLASSIFICATION AS FOLLOWS:

A. REZONING. THE PROPERTY DESCRIBED IN EXHIBIT .A. FOR A TOTAL OF 15.96 ACRES, MORE OR LESS, SHALL BE REZONED FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-2) TO MULTI-FAMILY RESIDENCE DISTRICT (RM-2 TOWNHOUSES). PROJECT NOT EXCEED 41 UNITS TOTAL.

B. REQUIREMENTS GENERALLY. OWNER SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND CONDITIONS OF THE ZONING ORDINANCE, EXCEPT WHERE SPECIFICALLY EXCLUDED HEREIN, IN THE DEVELOPMENT OF THE PROPERTY INCLUDING THOSE EXPRESSED HEREIN. FOR SPECIFIC REFERENCE, RM ORDINANCE NUMBER 03-60, EFFECTIVE ON MARCH 10, 2003, SHALL APPLY AND IS ATTACHED HERETO AS EXHIBIT .D. AND INCORPORATED HEREIN BY REFERENCE. IN ADDITION TO SAID ORDINANCES, THE CONDITION CONTAINED IN THIS AGREEMENT SHALL APPLY. IF THERE IS A CONFLICT BETWEEN THE ZONING ORDINANCES AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL CONTROL.

C. DEVELOPMENT CONDITIONS.

1. THE FOLLOWING CONDITIONS SHALL APPLY TO THE PROPERTY.

A. REVISE SITE PLAN TO ADHERE TO ALL CITY OF STOCKBRIDGE RM-2 ORDINANCE REQUIREMENTS. (NOTE THAT APPROVAL OF THIS REZONING IS NOT AN APPROVAL OF THE SITE PLAN SUBMITTED.)

B. MAXIMUM BUILDING HEIGHT SHALL BE SHOWN ON THE SITE PLAN.

C. ALL TOWNHOUSES SHALL HAVE A MIXTURE OF FRONT FA.ADE CONSISTING OF COVERED ENTRYWAY, PORCHES, BAY WINDOWS AND BALCONIES. GARAGES SHALL BE ACCENTUATED WITH VARIATIONS OF DESIGN PORTICOS.

D. OWNER SHALL SUBMIT ELEVATIONS OF BUILDINGS TO BE APPROVED BY THE CITY. NOTE, HOWEVER, THAT THE CITY MAY APPROVE ELEVATIONS IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

E. EACH UNIT ELEVATION PER BUILDING SHALL BE SEPARATE AND DISTINCT FROM THE OTHER AND SHALL INCLUDE VARIATIONS IN ROOFLINES WHICH MAY BE ACCOMPLISHED WITH THE USE OF DORMERS, GABLES AND/OR FIREPLACES.

F. ALL EXTERIOR FACADES SHALL CONSIST OF BRICK. THE CORNICES AND GABLES SHALL CONSIST OF STUCCO, STONE, AND/OR HARDI-PLANK.

G. OWNER SHALL INSTALL STREET TREES ALONG ALL STREETS TO BE PLACED BETWEEN THE SIDEWALK AND THE FRONT PROPERTY LINES. HAVE A MINIMUM TWO AND ONE-HALF INCH (2.5.) CALIBER (D.B.H.), SHALL HAVE A MINIMUM TWENTY-FOUR FOOT (24 SQ.FT.) PLANTING AREA AND SHALL BE SPACED AN EVERAGE OF FORTY-FIVE FEET (45.) APART. OWNER SHALL PROVIDE A LIST OF TEN (10) TREES TO BE PROVIDED AND SUBJECT TO MODIFICATION BY THE CITY.

H. A STREET SCAPING PLAN SHALL BE SUBMITTED TO HENRY COUNTY PLANNING AND ZONING STAFF FOR COMMENTS AND APPROVED BY THE CITY TO INCLUDE SIDEWALKS, STREET TREES, LANDSCAPING, STREET LIGHTING AND STREET FURNITURE. NOTE, HOWEVER, THAT THE CITY MAY APPROVE THE STREET SCAPE PLAN IF IT DETERMINES THAT WAITING FOR STAFF.S REVIEW HAS UNREASONABLY DELAYED OWNER.

I. ANY FLOOD PLAIN ALTERATION BE SUPPORTED BY A CERTIFIED ENGINEER AT THE PLAN REVIEW STAGE.

J. THE APPLICANT SHALL SUBMIT, TO THE CITY CLERK AND CITY ATTORNEY, AN UPDATED LEGAL DESCRIPTION AND PLAT, CERTIFIED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF GEORGIA, OF THE PROPERTY.

K. OWNER SHALL NOT CONSTRUCT AN ENTRANCE OR EXIT ONTO SHIELDS DRIVE FOR ACCESS TO THE PROJECT.

L. OWNER SHALL MAINTAIN A TWO HUNDRED FOOT (200.) BUFFER BETWEEN THE PROJECT AND SHIELDS DRIVE. AN EXEMPTION TO THIS CONDITION SHALL AUTOMATICALLY ARISE SHOULD THE CITY COUNCIL APPROVE A REZONING OF SAID BUFFER AREA TO A SINGLE FAMILY DETACHED RESIDENTIAL ZONING CLASSIFICATION.

M. THIS REZONING APPLIES TO ONLY THE PROPERTY AND SHALL NOT BE CONSTRUED AS APPLYING TO THE AREAS ZONED COMMERCIAL ADJACENT TO THE PROPERTY.

N. AMENITIES SHALL CONSIST OF:

- 1,300 SQUARE FOOT CLUB HOUSE WITH FULL KITCHEN AND FITNESS EQUIPMENT;
- TWO (2) SEPARATE AGE-SPECIFIC PLAYGROUNDS: A FENCED TOT LOT ADJACENT TO THE CLUB HOUSE AND ANOTHER PLAYGROUND FOR OLDER CHILDREN LOCATED NEARBY TO THE CLUB HOUSE;
- COVERED PAVILION WITH FIREPLACE;
- VOLLEYBALL COURT;
- SODDED SPORTS AREA;
- PUTTING GREEN;
- TENNIS COURT . LIGHTED AND ENCLOSED FEATURING A MINIMUM OF TWO (2) PLAYING COURTS WITH A BASKETBALL GOAL;
- WALKING TRAILS AT LEAST FOURTEEN HUNDRED FEET (1,400.) IN LENGTH AND THREE FEET (3.) IN WIDTH;
- BIRD SANCTUARY INCLUDING A VARIETY OF BIRD FEEDERS AND BIRD HOUSES WITH BENCHES FOR OBSERVATION;
- GAZEBO AT ENTRANCE OF DEVELOPMENT TO SERVE AS A WAITING AREA FOR SCHOOL BUS PICK-UP; AND
- OWNER SHALL BE BOUND BY THE AMENITY REPRESENTATIONS MADE IN ITS OCTOBER 7, 2004 PROPOSED SITE PLAN ATTACHED HERETO AS EXHIBIT .A., SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

VARIANCES

A. THE MAXIMUM UNITS PER BUILDING MAY INCREASE FROM FIVE (5) UNITS TO SIX (6) UNITS PER BUILDING.

B. THE MINIMUM DISTANCE BETWEEN BUILDINGS MAY BE REDUCED FROM FORTY FEET (40.) TO TWENTY FEET (20.).

C. REDUCTION IN BUFFER FROM THIRTY FEET (30.) TO TEN FEET (10.) ALONG THE PROPOSED ENTRANCE AND BETWEEN THE PROPOSED LOCATION OF THE FIRST BUILDING FROM THE ENTRANCE AND THE PROPERTY LINE AS DEPICTED IN THE PROPOSED SITE PLAN INCLUDED IN OWNER.S OCTOBER 7, 2004 PROPOSAL ATTACHED HERETO AS EXHIBIT .A., SUBMITTED TO THE CITY COUNCIL AND ON FILE WITH THE CITY CLERK.

D. INDIVIDUAL RESIDENTIAL GARBAGE PICK-UP MAY BE PERMITTED.

POSTE
NO TRESPASS
POST
CITY OF STOCKBRIDGE
NOTICE OF PUBLIC HEARING
PROPOSAL FOR THIS PROPERTY:
_____REZONING _____VARIANCE _____ANNEXATION_____CONDITIONAL USE PERMIT
_____COMPREHENSIVE PLAN AMENDMENT X ZONING MODIFICATION _____OTHER
APPLICANT: EAMAN. FATEMI CASE NUMBER(S): ZM-2022-01
PROPERTY LOCATION: BRUSH CREEK COURT AND SHIELDS ROAD
PLANNING COMMISSION PUBLIC HEARING: OCTOBER 27, 2022 AT 6:30 p.m.
CITY COUNCIL PUBLIC HEARING: NOVEMBER 14, 2022 AT 6:00 p.m.
PUBLIC HEARINGS WILL BE HELD AT STOCKBRIDGE CITY HALL, IN THE COUNCIL CHAMBER.
FOR FURTHER INFO, PLEASE CALL THE CITY OF STOCKBRIDGE AT 770-389-7900.
REMOVAL OR DEFACEMENT OF THIS SIGN IS PROHIBITED.

CITY OF STOCKBRIDGE
NOTICE OF PUBLIC HEARING
PROPOSAL FOR THIS PROPERTY:
___REZONING ___VARIANCE ___ANNEXATION___CONDITIONAL USE PERMIT
___COMPREHENSIVE PLAN AMENDMENT _X_ZONING MODIFICATION ___OTHER
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City of Stockbridge

AGENDA ITEM

MEETING DATE

11/14/2022

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

FUNDING SOURCE

☐	GENERAL FUND
☐	FUND BALANCE
☐	SPLOST
☐	TSPLOST
■	GRANT
☐	HOTEL/MOTEL TOURISM
☐	COUNCIL INITIATIVE
☐	PARTNER/SPONSOR
☐	DEPARTMENT FUND BALANCE
☐	BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Chief Frank Trammer and Kellie Russell

DEPARTMENT: Police Department and Grants Administration

ITEM/PROJECT/EVENT: CJCC—FY23 Law Enforcement Training Grant

City Council consideration to accept the Criminal Justice Coordinating Council (CJCCP) - FY23 Law Enforcement Training Grant Program to train Stockbridge Police Officers on

BACKGROUND INFORMATION:

The police department applied for the FY23 Law Enforcement Training Grant with the Criminal Justice Coordinating Council to train Stockbridge Police Officers on making more informed decisions and better prepare themselves to address use of force and de-escalation encounters with intentions to minimize risk while maintaining the safety for all involved parties.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. Kellie Russell

☐ FINANCIAL IMPACT ■ N/A

AMOUNT

ATTACHMENTS: ■

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

City Council to accept the grant award from the Criminal Justice Coordinating Council (CJCCP) - FY23 Law Enforcement Training Grant Program

Grant Award: $17,495, no cash match requirement.

Period of Performance: October 1, 2022—October 31, 2023.

Attachment – Grant Award Document.

Staff Signature

REFERENCE NO.: 01

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: City of Stockbridge

IMPLEMENTING AGENCY: Stockbridge, City of

PROJECT NAME: Law Enforcement Training

SUBGRANT NUMBER: K77-8-052

FEDERAL FUNDS: $ 17,495
MATCHING FUNDS: $ 0
TOTAL FUNDS: $ 17,495
GRANT PERIOD: 10/01/22-10/31/23

This award is made under the State of Georgia Law Enforcement Training Program grant. The purpose is to provide a law enforcement training grant program for state and local law enforcement agencies. The program is designed to grant funds on a competitive basis to qualified state and local law enforcement agencies to support scenario-based, hands-on training for law enforcement officers in use of force or de-escalation. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 10/01/22

SUBGRANTEE APPROVAL

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-0915620-001
Employer Tax Identification Number (EIN)

****

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	10/01/22	9		**	K77-8-052
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Law Enforcement Training	624.41	$ 17,495

CRIMINAL JUSTICE COORDINATING COUNCIL
FY23 LAW ENFORCEMENT TRAINING GRANT PROGRAM
SPECIAL CONDITIONS

1. Non-compliance with any of the special conditions contained within this document, may result in the termination of this.

   Initials KAA

2. The grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) when using grant funds for the purpose of hosting or attending any conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events.

   Initials KAA

3. The grantee must collect, maintain, and submit data to CJCC that measures the performance and effectiveness of activities under this award in the manner, and within the timeframes specified by CJCC.

   Initials KAA

4. The grantee understands and agrees that CJCC may withhold award funds or may impose other related requirements if the grantee does not satisfactorily and promptly address outstanding issues from audits required by the State of Georgia, or other outstanding issues that arise in connection with audits, investigations, or reviews of CJCC awards.

   Initials KAA

5. The grantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the grantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the grantee's grant awards, including, but not limited to: withholdings and/or other restrictions, designation of the grantee as a High Risk Grantee, or termination of an award(s).

   Initials KAA

6. The recipient agrees to cooperate with any assessments, evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

   Initials KAA

7. The grantee agrees to comply with any additional requirements that may be imposed by CJCC during the during the period of performance for this award if the grantee is designated as a "High Risk Grantee."

   Initials KAA

8. The grantee agrees to inform CJCC at least 45 days prior to any training, conference, or meeting for prior approval when using grant funding.

Initials KAA

9. The recipient shall transmit to CJCC copies of all official award-related press releases at least fifteen (15) working days prior to public release. Advance notice permits time for coordination of release of information by CJCC where appropriate and to respond to press or public inquiries.

Initials KAA

10. Award recipients must provide to CJCC, using the Designation of Grant Official Form, the Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information or has changes during the award period, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials KAA

11. The grantee agrees to track, account for, and report on all funds from this award separately from all other funds. Accordingly, the accounting systems of the grantee must ensure that funds from this award are not comingled with funds from any other source. The grantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Initials KAA

12. All grantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials KAA

13. The grantee certifies that 1) title to all equipment and/or supplies purchased with funds under this grant award shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the equipment is no longer utilized for its grant-funded purpose, the grantee will notify CJCC of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia

Initials KAA

14. The grantee certifies that grant funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Grant funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Initials KAA

15. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the grantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

Initials KAA

16. The grantee must submit subsequent requests to revise the budget, project summary, and project plan prior to implementing any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials KAA

17. All project costs not exclusively allocated within the approved budget must be requested and approved via the Subgrant Adjust Request (SAR) process prior to any funds being expended.

Initials KAA

18. The grantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials KAA

19. All contracts under this award should be competitively awarded unless circumstances preclude competition. The grantee agrees to comply with their governing body's procurement policies. Should the grantee not have procurement policies in place, the grantee agrees to comply with the procurement policies of the state which can be found at http://doas.ga.gov/state-purchasing/law-administrative-rules-and-policies

Initials KAA

20. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from state grants, termination of this grant award coupled with recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials KAA

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the CJCC.

Capt KA [illegible], PhD — 10/19/2022

Authorized Official Signature — **Date**

Captain KA Anderson, PhD — Captain

Print Authorized Official Name — **Title**

Award Letter

October 13, 2022

Dear Frank Trammer,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY MANAGER for an award under the funding opportunity entitled 2022 FY22 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is $175,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY MANAGER

UEI
JJMXMJNATK49

ORI Number
——

Street 1
4640 N HENRY BLVD

Street 2

City
STOCKBRIDGE

State/U.S. Territory
Georgia

Zip/Postal Code
30281

Country
United States

County/Parish
——

Province
——

Award Details

Federal Award Date
10/13/22

Award Type
Initial

Award Number
15JCOPS-22-GG-04055-LEMH

Supplement Number
00

Federal Award Amount
$175,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2022 FY22 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Awarding Agency
COPS

Application Number
GRANT13604012

Grant Manager Name	Phone Number	E-mail Address
LATOSHIA AUSTIN	202-598-1548	Latoshia.Austin@usdoj.gov

Project Title

FY22 Stockbridge Police Department, GA, LEMHWA Project Grant

Performance Period Start Date	Performance Period End Date
09/01/2022	08/31/2024

Budget Period Start Date	Budget Period End Date
09/01/2022	08/31/2024

Project Description

The Stockbridge Police Department LEMHWA Implementation project is being funded to implement a comprehensive mental health and wellness plan for SPD officers, which will consist of annual psychological wellness checks, family support, Peer Support, and training.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/26/22 3:38 PM

Comments

Your proposed budget included items that were deemed unallowable. The disallowed costs were moved to the “Other Costs” category so that the funding would be available for other allowable budget items. Before drawing down funds in the “Other Costs” budget category, the recipient must contact the COPS Office Program Manager to reallocate funding for approved project costs.

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	$0.00	$0.00	$0.00	
Civilian or Non-Sworn Personnel	$0.00	$0.00	$0.00	
Travel	$22,700.00	$0.00	$22,700.00	
Equipment	$0.00	$0.00	$0.00	
Supplies	$24,610.00	-$3,600.00	$21,010.00	
SubAwards	$0.00	$0.00	$0.00	
Procurement Contracts	$111,840.00	$0.00	$111,840.00	
Other Costs	$0.00	$3,600.00	$3,600.00	
Indirect Costs	$15,850.00	$0.00	$15,850.00	
Total Project Costs	$175,000.00	$0.00	$175,000.00	
Federal Funds:			$175,000.00	100.00%

Match Amount:	$0.00	0.00%
Program Income:	$0.00	0.00%

Budget Detail Summary View

Budget Category
Sworn Officer
Civilian Personnel
Travel
Equipment
Supplies
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2022, Public Law 117-103, Division E, Title VII, Section 742.

2

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

3

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

4

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

5

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of

performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

6

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
(3) When the recipient agrees to the termination and termination conditions.
(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

7

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2022 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

8

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

9

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

10

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

12

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

13

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management and Universal Identifier Requirements
A. Requirement for System for Award Management
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier
If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

14

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency’s progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency’s community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient’s award funds on a cumulative basis throughout the life of the award.

17

Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
A. Reporting of Matters Related to Recipient Integrity and Performance
1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

18

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

20

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

21

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

22

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

23

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

24

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

25

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

26

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

27

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

28

News Media: The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

30

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

31

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

32

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

33

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2022, Public Law 117-103, Division B, Title V, Section 527.

34

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

35

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

36

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Director	ROBERT CHAPMAN	9/27/22 5:37 PM

Authorized Representative

From:	Karen Anderson
To:	Kellie Russell; Frank Trammer
Subject:	FW: CS0109234 - Call 10/31/2022 4:17 PM
Date:	Monday, October 31, 2022 4:25:24 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png
Importance:	Low

See below. According to the OJP help desk, the below letter was sent to all grant award recipients. Our award letter was sent to Mayor Ford in late Sept. or early Oct.

Karen A. Anderson, PhD
Captain
Community Affairs Division

phone: (678) 833-3334
mobile: (678) 216-6864
email: kanderson@cityofstockbridge-ga.gov
4545 N. Henry Blvd.
Stockbridge, GA 30281

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: OJP Service Portal <ojp@servicenowservices.com>
Sent: Monday, October 31, 2022 4:22 PM
To: Karen Anderson <kanderson@cityofstockbridge-ga.gov>
Cc: Vests.Vests@ojp.usdoj.gov
Subject: CS0109234 - Call 10/31/2022 4:17 PM
Importance: Low

Dear BVP applicant, 2022 application notification

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2022 BVP awards is available at: https://www.ojp.gov/program/bulletproof-vest-partnership/overview. However, the FY 2022 BVP award for your jurisdiction will be on hold until the required SAM registration is completed and the BVP Helpdesk is notified. Please see the steps below:

1. Your jurisdiction must be registered in SAM.gov For more information about renewing and

updating your existing SAM registration, or registering in SAM as a new entity, please visit https://sam.gov/content/status-tracker. The SAM Helpdesk can be reached at 866-606-8220.
2. Please send an email to the BVP Service Desk at: 2. Vests.Vests@ojp.usdoj.gov to confirm you have registered in SAM.gov and to confirm that your Jurisdiction Name (Vendor Name), UEI number, and Address match between the BVP System and SAM. Finally, please update SAM with the latest banking information for your jurisdiction.

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: https://cjtec.org/compliance-testing-program/compliant-product-lists/.

As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVPMandatoryWearPolicy_0.pdf.

Finally, please visit the following page for checklists and guides for each step of the BVP process: https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance (ojp.gov). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: BJA VALOR INITIATIVE (ojp.gov).

Thank you,

BVP Program Support Team
Bureau of Justice Assistance

Ref:MSG1385087_pLtRvBiByyxpeQ5po4dN

GA	METTER CITY	$2,400.00
GA	MONROE CITY	$2,037.50
GA	MONROE COUNTY	$7,700.00
GA	MORGAN COUNTY	$6,475.00
GA	MURRAY COUNTY	$7,440.00
GA	MILTON CITY	$5,891.50
GA	OCONEE COUNTY	$5,145.00
GA	PERRY CITY	$7,140.55
GA	PINE MOUNTAIN TOWN	$3,987.50
GA	POLK COUNTY	$6,510.00
GA	PORTERDALE TOWN	$1,692.50
GA	PUTNAM COUNTY	$2,537.50
GA	RICHMOND HILL CITY	$5,315.00
GA	ROCKDALE COUNTY	$22,030.00
GA	ROME CITY	$6,500.00
GA	ROSWELL CITY	$24,864.75
GA	SANDY SPRINGS CITY	$2,349.53
GA	SMYRNA CITY	$25,105.00
GA	SPALDING COUNTY	$16,300.00
GA	ST MARYS CITY	$400.00
GA	STATESBORO CITY	$4,502.50
GA	STOCKBRIDGE CITY	$22,400.00
GA	SUGAR HILL CITY	$2,000.00
GA	SUMMERVILLE CITY	$2,138.40
GA	SUWANEE CITY	$400.00
GA	THOMASVILLE CITY	$3,152.50
GA	TOCCOA CITY	$357.50
GA	TROUP COUNTY	$5,120.85
GA	TYBEE ISLAND CITY	$6,455.00
GA	TYRONE TOWN	$657.50
GA	VALDOSTA CITY	$10,500.00
GA	VILLA RICA CITY	$2,000.00
GA	WALTON COUNTY	$9,555.00
GA	WARE COUNTY	$5,075.00
GA	WARNER ROBINS CITY	$10,231.00
GA	WASHINGTON COUNTY	$8,817.50
GA	WINDER CITY	$8,900.00
GA	WOODSTOCK CITY	$9,917.50
	Totals for GA(117 Jurisdictions):	**$1,067,191.57**
IA	AMES CITY	$3,595.00
IA	ANKENY CITY	$9,600.00
IA	ATLANTIC CITY	$1,633.60
IA	BETTENDORF CITY	$4,165.00
IA	BURLINGTON CITY	$1,975.00
IA	CARROLL CITY	$1,156.50
IA	CHARLES CITY	$1,490.00
IA	CLARINDA CITY	$1,566.00
IA	CLAY COUNTY	$1,427.50
IA	CLEAR LAKE CITY	$1,914.00

STATE OF GEORGIA

COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES

WITHIN A POLICE SERVICE DISTRICT

THIS AGREEMENT is made and entered into this 31st day of December 2020 by and between **HENRY COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY");the **CITY OF STOCKBRIDGE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "STOCKBRIDGE")

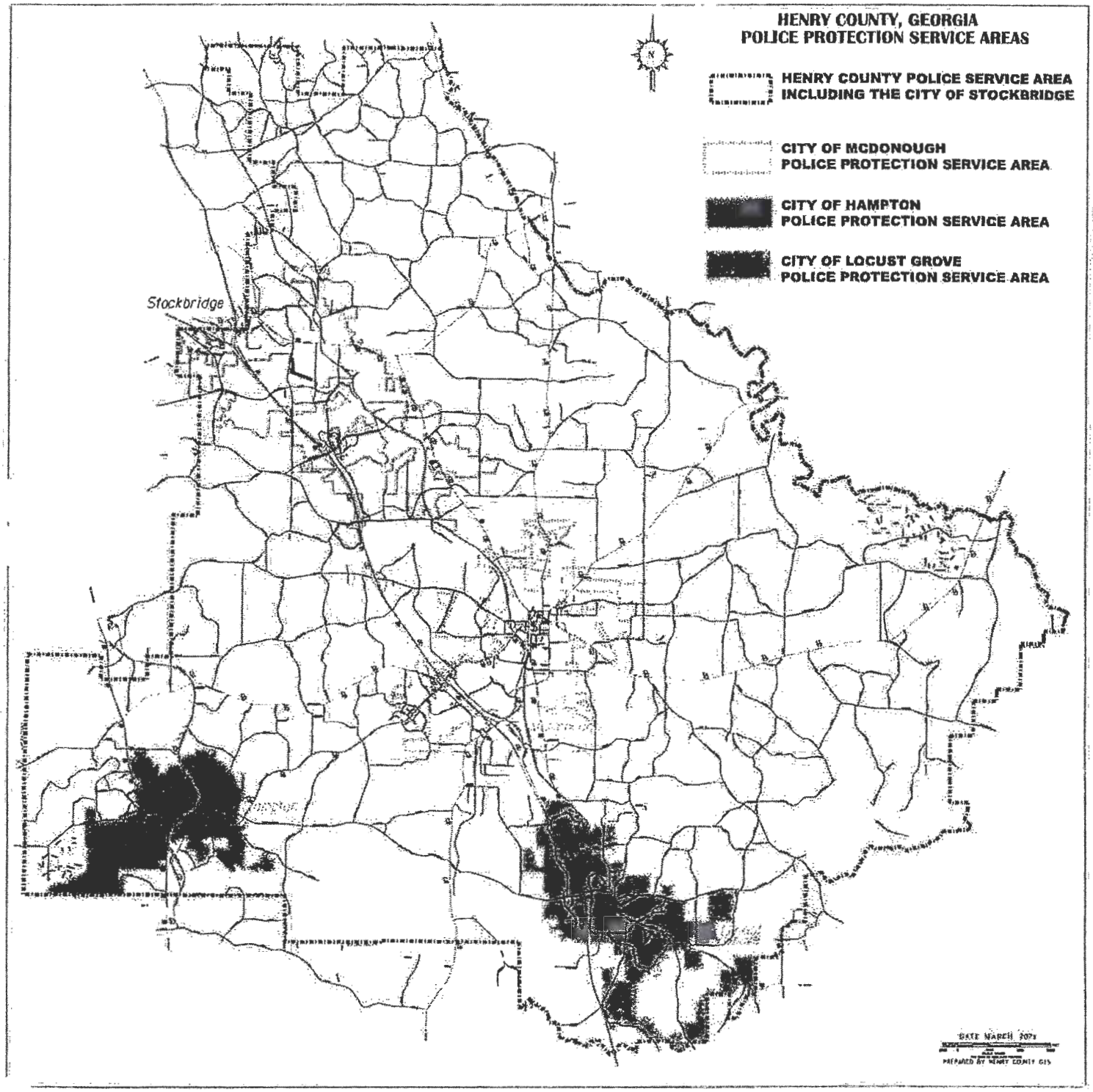
WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(2) provides that any county, municipality, or any combination thereof may provide police services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and City herein named have created a Police Service District by joint resolution, which shall have an effective date of December 31 2020 and


HENRY COUNTY, GEORGIA
POLICE PROTECTION SERVICE AREAS
HENRY COUNTY POLICE SERVICE AREA
INCLUDING THE CITY OF STOCKBRIDGE
CITY OF MCDONOUGH
POLICE PROTECTION SERVICE AREA
CITY OF HAMPTON
POLICE PROTECTION SERVICE AREA
CITY OF LOCUST GROVE
POLICE PROTECTION SERVICE AREA
Stockbridge
DATE MARCH 2021
PREPARED BY HENRY COUNTY GIS

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement which shall define the police services to be provided by the County within this Police Service District; and

WHEREAS, the County and City have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the City do agree and consent to the following:

ARTICLE I

PURPOSE, TERM AND RENEWAL

1. The purpose of this Agreement is to define the nature and scope of police services to be provided by the County within the Police Service District and to provide for the manner of payment for such services.

2. The Police Service District shall consist of the entire unincorporated area of the County and the incorporated area of Stockbridge located within Henry County.

3. The term of this Agreement shall commence on December 31, 2020 and continue for a period of ten (10) years.

4. After the original term of this Agreement, said Agreement shall automatically renew for three (3) years unless prior to the expiration of the original term or any extension thereof, written notice is given by one party to this Agreement to the other parties thereto at least one hundred twenty (120) days prior to the expiration of the original term or any extension thereof.

ARTICLE II

POLICE SERVICES PROVIDED WITHIN POLICE SERVICE DISTRICT

5. The County shall uniformly provide police services at a uniform and nondiscriminatory level of service throughout the Police Service District.

6. The County reserves the right to modify its services based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity; but any such modification shall affect the Police District in a uniform nondiscriminatory manner.

7. The County shall provide to the residents and businesses of Stockbridge the same police services it provides to the residents and businesses of the unincorporated area of Henry County.

8. The City may elect to opt into or out of the Police Service District during the continuation of the Police Service District upon giving notice in writing to the County of such election. To exercise such option, a City shall adopt a resolution which requests that the County discontinue or commence the provision of police services within the City. To allow for planning and budgeting, as well as adequate transition time, such approved resolution must be delivered to the County at least twelve months prior to the City's exit from of the Police Service District. Any such election shall not affect the continuing existence of the Police Service District.

9. The Police Service District costs shall include the costs associated with the Henry County's provision of the services outlined in Section 5 above.

10. The County shall levy a uniform millage rate within the Police Service District and assess all properties in a uniform manner within the Police Service District.

11. In partial consideration for this Agreement, the City will provide to the County the building located at 4545 North Henry Blvd., Stockbridge, Georgia as the location for the County's

police precinct an annual rental rate of $1.00 for the duration of this Agreement. The County will maintain the precinct in this location for the duration of this Agreement.

12. Police Services within the Police Service District including the construction and maintenance of facilities and the acquisition and maintenance of equipment shall be funded through unincorporated area revenues generated by insurance premium taxes, occupation taxes, business license fees, alcohol beverage excise taxes and license fees, franchise fees, and fines, forfeitures, and fees of the State Court and Clerk's office, other related feed and revenue, assessments, and property taxes collected solely within the Police District.

13. The County shall establish a Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police Service District Fund.

ARTICLE III

AUDITS

14. The Police Service District shall be reviewed each year by the County's independent, external auditors to ensure that revenues are receipted and expenditures recorded in accordance with the Service Delivery Strategy Agreement agreed upon by the parties. Said auditors shall provide annually a certified statement to all parties as to whether the County and all affected Cities are financially in compliance with this Agreement. If the County or the affected Cities are not in compliance, said auditors shall specify annually the areas of non-compliance and recommend steps needed to achieve compliance. The results of the external auditor's review completed pursuant to this Paragraph shall be distributed annually to the County and the City within one hundred eighty (180) days of the close of the County's fiscal year. The cost of the external auditor's review shall be allocated to the Police Service District. The County shall allow

the City at its expense to contract with an independent, external auditor to perform its own audit of the County's books to verify compliance with the Service Delivery Strategy Agreement.

ARTICLE IV

DEFAULT AND DISPUTE RESOLUTION

15. If an event of default occurs, the non-defaulting party shall notify the other in writing, specify the basis for the default, and advise the other that the default must be within a thirty (30) day period. The non-defaulting party may grant additional time to cure the default, as it deems appropriate, without waiver of any of its rights, so long as the defaulting party has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period prescribed or agreed upon. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

ARTICLE V

AMENDMENTS

16. This Agreement may be modified at any time by mutual written consent of the County the City, as approved by the parties' governing authorities.

ARTICLE VI

ASSIGNABILITY

17. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

ARTICLE VII

ENTIRE AGREEMENT, SEVERABILITY

18. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

19. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

20. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Parties' Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

ARTICLE VIII

NOTICES

21. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Stockbridge:

City Manager
City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

b. If to Henry County:

County Administrator
Henry County
140 Henry Parkway
McDonough, GA 30253

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

BY: _____ BY: _____ (SEAL)
Vanessa Holiday, Clerk

THE CITY OF STOCKBRIDGE

Anthony S. Ford, Mayor

DATE: 12/31/2020

APPROVED AS TO FORM:

BY: _____
Michael Williams, City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION _____

A RESOLUTION AUTHORIZING AMENDING ALL RESOLUTIONS; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES TO APPROVE STOCKBRIDGE OPTING OUT AND RENEGOTIATING THE SDS AGREEMENT WITH HENRY COUNTY AND REQUESTING TO BE REIMBURSED FOR POLICE FUNDS SINCE JULY 2022.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City of Stockbridge has entered into an intergovernmental agreement with Henry County which anticipates that the County end its police services to the City when the City of Stockbridge starts its police department, and

WHEREAS, the City of Stockbridge has started a police department in July of 2022 that is fully functional,

WHEREAS, the City has alerted the County of the existence of the police department and the County has not had to solely police the City of Stockbridge since July of 2022.

WHEREAS, the City has paid for policing through taxpayer revenue that the County has not used,

WHEREAS, the City needs to request the funds be transferred to the City for its policing efforts,

WHEREAS, the City needs to renegotiate the SDS agreement with Henry County to reflect the new Stockbridge Police Department and other issues;

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

1. **Approval of Execution.** The City hereby withdraws from the SDS agreement its need for police services by Henry County. Further, the City requests and approves staff to renegotiate the SDS agreement to reflect the creation of the Stockbridge Police Department. The City further resolves that this resolution be presented to Henry County as a request to end Henry County policing the City of Stockbridge. Further, the City requests that the County reimburse the City of Stockbridge for all money it is owed since

July of 2022 forward, further if money is held for policing in the next calendar year the City requests that that money be sent to the City as well. The relevant document is attached as Exhibit A.

2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 14th day of November 2022.

_____
ANTHONY S. FORD, Mayor

ATTEST:

_____ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

_____
QUINTON G. WASHINGTON, City Attorney

EXHIBIT A

Stockbridge
Where Community Connects

MAYOR
Anthony S. Ford

COUNCIL MEMBERS

Elton Alexander
Yolanda Barber
John Blount
LaKeisha T. Gantt
Alphonso Thomas

CITY MANAGER
Frederick Gardiner. AICP

October 19, 2022

Cheri Matthews, County Manager
Henry County Government
140 Henry Parkway
McDonough, GA 30253

Re: *Request for Millage Funds for Police Services*

Dear Mrs. Matthews:

Dear Mrs. Matthews:

Per our conversation prior to the October 4, 2022, Board of Commissioner's Meeting, we agreed that the City of Stockbridge would give its presentation at the October 18 meeting and that any presentation items should be sent in advance. Unfortunately, we did not have any presentation items. It was disheartening to learn that we were not on the agenda due to the lack of a presentation being sent in advance of the meeting. Still, we were prepared to speak on our request for millage associated with the transition of police services from the County to the City of Stockbridge.

As outlined in your email dated October 19, the City of Stockbridge hereby requests to be placed on the November 1, 2022, agenda to discuss the remittance of funds associated with 1.904 mills or roughly $2.4 million dollars the residents of Stockbridge have paid to the County for police services. As you are aware, Stockbridge hired its current police chief on October 14, 2021, and subsequently started providing police services to the residents and businesses of Stockbridge on July 1, 2022, at midnight.

The requested funds will be utilized to pay for the police services presently being provided by the City of Stockbridge and funded by City taxes. The fact is City residents have paid the County and are paying the City for these services could be perceived as a duplication of services and double taxation.

We sincerely hope the County will remit these funds back to the City and restructure the SDS agreement around police services to eliminate this situation.

Sincerely,

Frederick Gardiner

Fredrick Gardiner, AICP, City Manager

Cc: Henry County Board of Commissioners
City of Stockbridge City Council

STATE OF GEORGIA

COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES

WITHIN A POLICE SERVICE DISTRICT

THIS AGREEMENT is made and entered into this 31st day of December 2020 by and between **HENRY COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY");the **CITY OF STOCKBRIDGE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "STOCKBRIDGE")

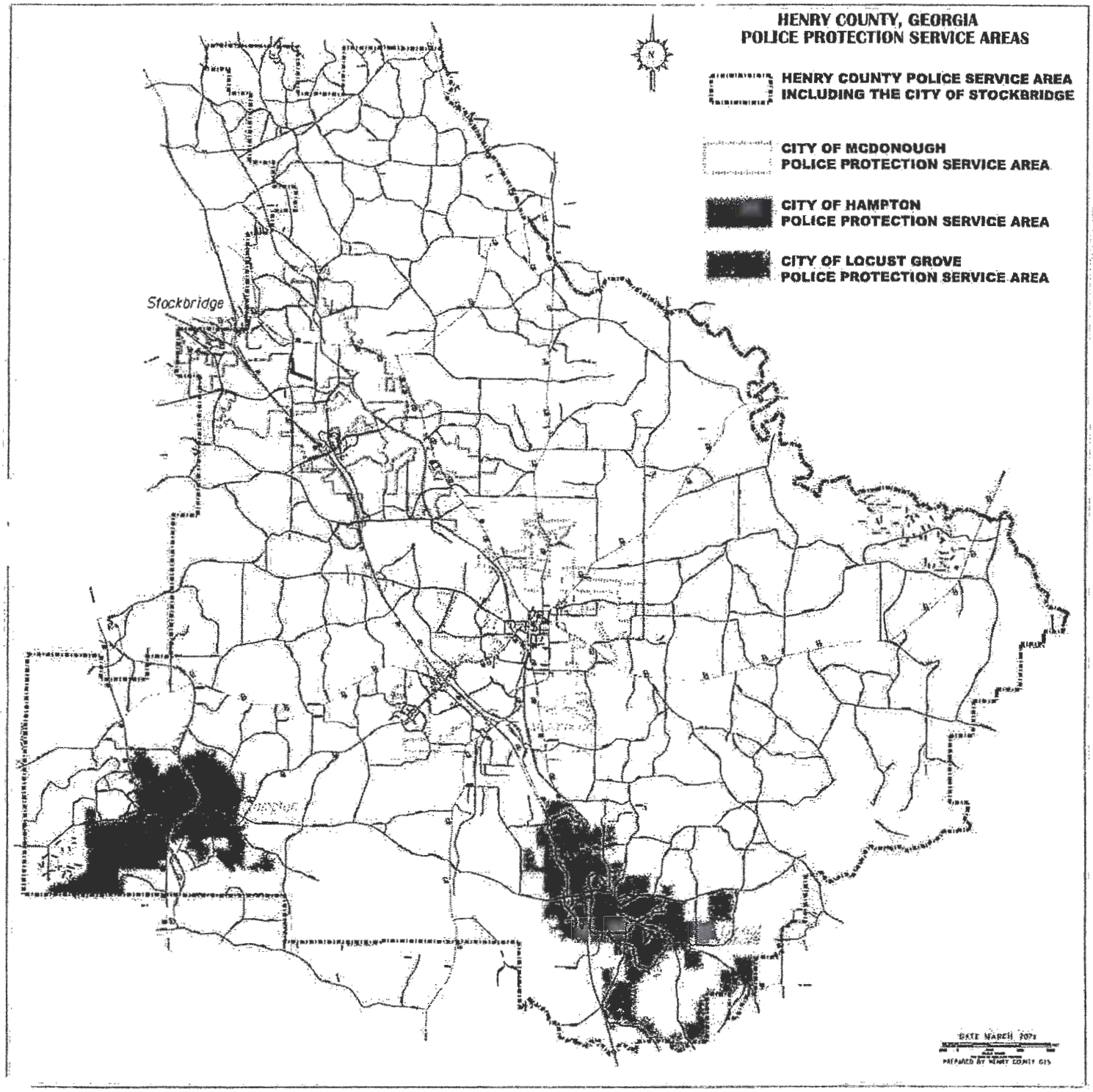
WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(2) provides that any county, municipality, or any combination thereof may provide police services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and City herein named have created a Police Service District by joint resolution, which shall have an effective date of December 31 2020 and


HENRY COUNTY, GEORGIA
POLICE PROTECTION SERVICE AREAS
HENRY COUNTY POLICE SERVICE AREA
INCLUDING THE CITY OF STOCKBRIDGE
CITY OF MCDONOUGH
POLICE PROTECTION SERVICE AREA
CITY OF HAMPTON
POLICE PROTECTION SERVICE AREA
CITY OF LOCUST GROVE
POLICE PROTECTION SERVICE AREA
Stockbridge
DATE MARCH 2021
PREPARED BY HENRY COUNTY GIS

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement which shall define the police services to be provided by the County within this Police Service District; and

WHEREAS, the County and City have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the City do agree and consent to the following:

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11. In partial consideration for this Agreement, the City will provide to the County the building located at 4545 North Henry Blvd., Stockbridge, Georgia as the location for the County's

police precinct an annual rental rate of $1.00 for the duration of this Agreement. The County will maintain the precinct in this location for the duration of this Agreement.

12. Police Services within the Police Service District including the construction and maintenance of facilities and the acquisition and maintenance of equipment shall be funded through unincorporated area revenues generated by insurance premium taxes, occupation taxes, business license fees, alcohol beverage excise taxes and license fees, franchise fees, and fines, forfeitures, and fees of the State Court and Clerk's office, other related feed and revenue, assessments, and property taxes collected solely within the Police District.

13. The County shall establish a Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police Service District Fund.

ARTICLE III

AUDITS

14. The Police Service District shall be reviewed each year by the County's independent, external auditors to ensure that revenues are receipted and expenditures recorded in accordance with the Service Delivery Strategy Agreement agreed upon by the parties. Said auditors shall provide annually a certified statement to all parties as to whether the County and all affected Cities are financially in compliance with this Agreement. If the County or the affected Cities are not in compliance, said auditors shall specify annually the areas of non-compliance and recommend steps needed to achieve compliance. The results of the external auditor's review completed pursuant to this Paragraph shall be distributed annually to the County and the City within one hundred eighty (180) days of the close of the County's fiscal year. The cost of the external auditor's review shall be allocated to the Police Service District. The County shall allow

the City at its expense to contract with an independent, external auditor to perform its own audit of the County's books to verify compliance with the Service Delivery Strategy Agreement.

ARTICLE IV

DEFAULT AND DISPUTE RESOLUTION

15. If an event of default occurs, the non-defaulting party shall notify the other in writing, specify the basis for the default, and advise the other that the default must be within a thirty (30) day period. The non-defaulting party may grant additional time to cure the default, as it deems appropriate, without waiver of any of its rights, so long as the defaulting party has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period prescribed or agreed upon. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

ARTICLE V

AMENDMENTS

16. This Agreement may be modified at any time by mutual written consent of the County the City, as approved by the parties' governing authorities.

ARTICLE VI

ASSIGNABILITY

17. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

ARTICLE VII

ENTIRE AGREEMENT, SEVERABILITY

18. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

19. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

20. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Parties' Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

ARTICLE VIII

NOTICES

21. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Stockbridge:

City Manager
City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

b. If to Henry County:

County Administrator
Henry County
140 Henry Parkway
McDonough, GA 30253

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

BY: _____ BY: _____ (SEAL)
Vanessa Holiday, Clerk

THE CITY OF STOCKBRIDGE

Anthony S. Ford, Mayor

DATE: 12/31/2020

APPROVED AS TO FORM:

BY: _____
Michael Williams, City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION _____

A RESOLUTION AUTHORIZING AMENDING ALL RESOLUTIONS; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES TO APPROVE STOCKBRIDGE OPTING OUT AND RENEGOTIATING THE SDS AGREEMENT WITH HENRY COUNTY AND REQUESTING TO BE REIMBURSED FOR POLICE FUNDS SINCE JULY 2022.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City of Stockbridge has entered into an intergovernmental agreement with Henry County which anticipates that the County end its police services to the City when the City of Stockbridge starts its police department, and

WHEREAS, the City of Stockbridge has started a police department in July of 2022 that is fully functional,

WHEREAS, the City has alerted the County of the existence of the police department and the County has not had to solely police the City of Stockbridge since July of 2022.

WHEREAS, the City has paid for policing through taxpayer revenue that the County has not used,

WHEREAS, the City needs to request the funds be transferred to the City for its policing efforts,

WHEREAS, the City needs to renegotiate the SDS agreement with Henry County to reflect the new Stockbridge Police Department and other issues;

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

1. **Approval of Execution.** The City hereby withdraws from the SDS agreement its need for police services by Henry County. Further, the City requests and approves staff to renegotiate the SDS agreement to reflect the creation of the Stockbridge Police Department. The City further resolves that this resolution be presented to Henry County as a request to end Henry County policing the City of Stockbridge. Further, the City requests that the County reimburse the City of Stockbridge for all money it is owed since

July of 2022 forward, further if money is held for policing in the next calendar year the City requests that that money be sent to the City as well. The relevant document is attached as Exhibit A.

2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 14th day of November 2022.

_____
ANTHONY S. FORD, Mayor

ATTEST:

_____ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

_____
QUINTON G. WASHINGTON, City Attorney

EXHIBIT A

RESOLUTION NO. 20-305

A JOINT RESOLUTION OF THE CITIES OF HAMPTON, LOCUST GROVE, MCDONOUGH, STOCKBRIDGE, AND HENRY COUNTY, GEORGIA, APPROVING A NEW SERVICE DELIVERY STRATEGY AS REQUIRED BY THE SERVICE DELIVERY ACT, O.C.G.A. § 36-70-20, *et seq.*

WITNESSETH:

WHEREAS, the Cities of Hampton, Georgia, Locust Grove, Georgia, McDonough, Georgia, and Stockbridge, Georgia (collectively, "Cities") are municipal corporations duly organized and existing under the laws of the State of Georgia;

WHEREAS, Henry County, Georgia ("County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, the Cities and County have been engaged in negotiations to revise the Parties' 2008 Service Delivery Strategy; and

WHEREAS, the Cities and the County are each authorized to levy taxes, and to expend tax moneys and other available funds; and

WHEREAS, the Parties have reviewed, revised and reached an agreement on a new Service Delivery Strategy;

WHEREAS, the Mayors and Councils of the Cities and the Board of Commissioners of the County desire to approve a new Service Delivery Strategy attached hereto including the forms and intergovernmental agreements for the funding and provision of services as set forth herein;

THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITIES OF HAMPTON, LOCUST GROVE, MCDONOUGH, AND STOCKBRIDGE AND THE HENRY COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

I. **Incorporation of Recitals**. The above stated recitals are true and correct and are incorporated as though fully set forth herein.

II. **Acceptance of Service Delivery Strategy Agreements**. The County and Cities hereby approve the Service Delivery Strategy Agreement and associated forms and intergovernmental agreements thereto, which are attached hereto as Exhibit "A", as the parties' new Service Delivery Strategy. Said documents have been discussed, reviewed, revised, and mediated by the Parties.

IV. **Authorization of the Mayors and Clerks.** The Mayor and City Councils of each of the respective Cities hereby authorize their respective Mayor to sign and Clerks to certify this Resolution, the Service Delivery Strategy Agreement attached as Exhibit "A" and the intergovernmental agreements included therein, and any other required documents to effectuate this Resolution; as well as to authorize the Mayors or their designees transmit same to Department of Community Affairs ("DCA") for verification.

V. **Authorization of the Chairman and Clerk.** The Henry County Board of Commissioners hereby authorizes the Chair's signature and the Clerk's certification of this Resolution, the Service Delivery Strategy Agreement attached as Exhibit "A" and the intergovernmental agreements included therein, and any other required documents to effectuate this Resolution; as well as to authorize the Chair or her designee to transmit same to DCA for verification.

VI. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution or Service Delivery Strategy Agreement in Exhibit "A".

VII. **Repeal of Conflicting Provisions.** All City and County resolutions or agreements are hereby repealed to the extent they are in conflict with this Resolution and Service Delivery Strategy Agreement in Exhibit "A".

VIII. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 29th day of December, 2020.

The Mayor and City Council of the City of Hampton, Georgia.

By:_____
Mayor

Attest:_____
City Clerk

[seal]

Henry County, Georgia

By: Jane Wood
Chair, Board of Commissioners

Attest:
County Clerk

[seal]

The Mayor and City Council of the City of Locust Grove, Georgia

By:
Mayor

Attest:
City Clerk

The Mayor and City Council of the City of Hampton, Georgia

By:

Attest: Melissa Brooks
City Clerk

The Mayor and City Council of the City of McDonough, Georgia

By: _____
Mayor

Attest: _____
City Clerk

The Mayor and City Council of the City of Stockbridge, Georgia

By: _____

Attest: _____
City Clerk

STATE OF GEORGIA
COUNTY OF HENRY

SERVICE DELIVERY STRATEGY AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of December, 2020, by and between the BOARD OF COMMISSIONERS OF HENRY COUNTY, GEORGIA (hereinafter referred to as "County"), HENRY COUNTY SHERIFF (hereinafter referred to as "Sheriff"), HENRY COUNTY TAX COMMISSIONER (hereinafter referred to as "Tax Commissioner") and the undersigned CITIES OF HENRY COUNTY, GEORGIA (hereinafter referred to as "City or "Cities"), collectively referred to as the "Parties."

NOW THEREFORE, it is agreed as follows:

1.

The Parties hereto enter into this Intergovernmental Agreement for the purpose of complying with the Georgia Service Delivery Act, O.C.G.A. Section 36-70-1; et seq.

2.

The Parties hereto have entered into new Service Delivery Strategy Agreement ("Agreement") the Table of Contents of which is hereto attached marked Exhibit A. All Form 2: Summary of Service Delivery Arrangements and associated Intergovernmental Agreements are also attached hereto collectively as Exhibit A and are incorporated herein as part of the Agreement between the Parties hereto (the "Arrangements"). All of said Arrangements shall become in force and effective upon the execution of this document.

3.

Application of Revenues, Generally

All revenues that are generated by a service under this Agreement shall be first applied to the cost of the respective service prior to levying any property tax to fund the remaining cost of the service. As used in the SDS Agreement, "General Fund" or "GF" shall include fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, and/or enterprise fund revenues. Special Service District boundaries created pursuant to this Agreement shall automatically be amended as the boundaries of each City may change through annexation or de-annexation during the term of this Agreement. The Parties agree that any party may use SPLOST funds for capital improvements associated with any service under this Agreement, even if not specified in the attached arrangements, as permitted by State law.

4.

Mutual Aid

By entering into this SDS agreement with respect to police services, the County, Sheriff, and Cities of Hampton, Locust Grove, and McDonough hereby agree to provide mutual aid to each other pursuant to and with all rights, responsibilities and privileges afforded under "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, no party hereto shall seek or require any compensation whatsoever from any other party which provides mutual aid. The City of Stockbridge, likewise, consents to and agrees that the other Cities of Henry County may provide mutual aid for police services within its corporate boundaries in accordance with "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended;

provided however, notwithstanding O.C.G.A. § 36-69-5, Stockbridge shall not seek nor require any compensation whatsoever from any such city which provides mutual aid.

5.

Administrative Fee Imposed by Henry County Tax Commissioner

a) Except as set forth below or as otherwise may be required by law, the Tax Commissioner is hereby authorized to deduct 1.5% for all fees, taxes, penalties and utilities bills collected by the Tax Commissioner on behalf of each City. In exchange for the 1.5% fee, the Tax Commissioner shall allow each City to include on their respective County tax bill up to three line items for City taxes, or fees, or assessments. Said Cities agree that each additional line item over three (3) thereafter would incur an additional administrative fee of 0.3%. Any City may opt out of this provision by giving written notice to the Tax Commissioner on or before May 1 of each year. All information to be placed on the tax bill shall be delivered to the Tax Commissioner no later than August 1.

b) In consideration of the City of Stockbridge allowing the Tax Commissioner to use its facilities located at 164 Burke Street, Stockbridge, Georgia, the Tax Commissioner shall collect at no charge and at the Tax Commissioner's expense all stormwater fees that are assessed by the City. In the event that the City should cease to levy a stormwater fee or elects to collect its own stormwater fees, an appropriate lease agreement will be entered into between the County and the City for the use of said facilities by the Tax Commissioner.

c. By his signature hereto, the Tax Commissioner agrees and approves the terms of this section of the Agreement.

6.

Amending Agreement

This Agreement may be amended with approval of the County and one or more City(ies) without the consent of the remaining Cities, so long as the amendment does not affect the rights or obligations of the remaining Cities.

7.

Execution of Documents

None of the documents attached in Exhibit A will be required to be executed in order to be in full force and effect. All such documents shall remain in effect without further action of any Parties.

8.

Binding Effect

This Agreement shall be binding upon the undersigned, and their successors in office.

9.

Duration of Agreement

The terms of this Agreement shall remain in full force and effect for a period of ten (10) years from December 31, 2020.

10.

Severability

To the extent any portion of this Agreement is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Agreement.

11.

Notice

All notices required to be given hereby are to be given in writing addressed to the Chairman of the Board of Commissioners and the County Manager (for the County) and the Mayor and City Manager (for a City) and delivered as follows.

A. Hand delivery with receipt signed; or

B. Certified mail with return receipt requested.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

HENRY COUNTY, GEORGIA
Date: Dec 31, 2020

By: June Wood (L.S.)
Chairman

Attest: Tarpl Bla (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

CITY OF HAMPTON, GEORGIA
Date: Dec 31, 2020

By: Steve E. Hatet (L.S.)
Mayor

Attest: Melissa Brooks (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

CITY OF LOCUST GROVE, GEORGIA
Date: Dec. 31, 2020

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

STEPHANIE BOND
NOTARY PUBLIC
SPALDING COUNTY, GEORGIA
MY COMMISSION EXPIRES
JANUARY 22, 2021

CITY OF McDONOUGH, GEORGIA
Date: Dec. 31, 2020

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

CITY OF STOCKBRIDGE, GEORGIA
Date: December 31, 2020

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

TAX COMMISSIONER OF
HENRY COUNTY
Date: 1/8/2021

By: _____ (L.S.)
Michael Harris, Tax Commissioner

Attest: N/A (L.S.)

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

APRIL PAIR NOTARY PUBLIC HENRY COUNTY, GA My Comm. Exp. Nov. 7, 2021

HENRY COUNTY SHERIFF
Date: 12/31/2020

By: _____ (L.S.)
Keith McBrayer, Sheriff

Attest: N/A (L.S.)

(SEAL)

EXHIBIT A

FORM 2 – SERVICE DELIVERY STRATEGY ARRANGEMENTS

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **HENRY COUNTY**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A *Revising or Adding to the SDS*	OPTION B *Extending the Existing SDS*
4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For **each** service or service component listed in Section IV, complete a separate, updated *Summary of Service Delivery Arrangements* form (FORM 2). 6. Complete one copy of the *Certifications* form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]	4. In Section IV type, "NONE." 5. Complete one copy of the *Certifications for Extension of Existing SDS* form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. ***For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.***

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. Local Governments Included in the Service Delivery Strategy:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Henry County, Hampton, Locust Grove, McDonough, Stockbridge, Sheriff of Henry County, Henry County Development Authority, Henry County Library System, Henry County Water Authority

III. Services Included in the Existing Service Delivery Strategy that are being Extended WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Buildings and Ground Maintenance
Cemetery
Courts/Indigent Defense - Municipal Court
Courts/Indigent Defense - State and County Courts
Court Security, Service of Process, Subpoenas
Detention and Collection of Unrestrained Animals and Related Code Enforcement
Economic Development - Independent City Authorities
Elections - Federal, State, County
Electric
Emergency Communications (911) and Dispatch
Emergency Management Agency (EMA)
Emergency Medical Services (EMS)
Purchase of Fleet Vehicles, Equipment, Petroleum, and Supplies, etc.
Senior Citizens Centers
Vehicle and Equipment Maintenance and Repairs
Water and Sewerage Services

IV. Services that are being REVISED or ADDED in this Submittal:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Annexation(Special Service District created)
Building Permits & Inspections(Special Service District created)
City Prisoners(Funding Mechanism Clarified)
City Prisoners - Transport (New IGA between Stockbridge and Henry County)
Code Enforcement (Special Service District created)
Comprehensive Plan (Special Service District created)
Coroner Service (Funding Mechanism clarified)
Development Authority - County (Service Provider clarified)
Development Plan Review (Special Service District created)
Elections - Municipal (IGAs revised/extended)
Environmental Health and Health Department (Added SPLOST as a funding source)
Fire Protection (changed service delivery, funding, and new IGA)
GIS and Mapping Services (clarified service providers and Special Service District created)
Housing Authority (Added Grants and SPLOST as funding sources)
Library Service (funding mechanism clarified)
Park Construction and Maintenance (funding sources clarified; Exhibit attached)
Planning and Zoning (Special Service District created)
Police (Special Service District created; IGAs added)
Road/Street Construction, Improvements, and Maintenance and Transportation Planning (updated IGA)
Soil Erosion Control and Inspections (Special Service District created)
Solid Waste Garbage Collection & Yard Waste Collection, Residential Recycling (Special Service District created)
Stormwater Management (Special Service District created)
Transit - Senior Transit Services (Grants, SPLOST and TSPLOST added as funding sources)

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	**Service:*ANNEXATION***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District as described under Paragraph 6 of this form.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, Henry County**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

Service:*BUILDING PERMITS AND INSPECTIONS*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge will provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District as described under Paragraph 6 of this form.
Hampton	Fees, Municipal General Fund
Locust Grove	Fees, Municipal General Fund
McDonough	Fees, Municipal General Fund
Stockbridge	Fees, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

To fund this service, Henry County will create a special service district consisting of the unincorporated areas of the County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*BUILDINGS AND GROUND MAINTENANCE***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Lease Agreement	Henry County and Stockbridge	11/16/92 - perpetual

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

LEASE AGREEMENT 92-35

STATE OF GEORGIA

COUNTY OF HENRY

Henry Co Numbers

THIS INDENTURE OF LEASE, made and entered into this 16 day of November, 1992, by and between the CITY OF STOCKBRIDGE, a municipal corporation of the State of Georgia (hereinafter referred to as "Landlord"), and HENRY COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "Tenant");

W I T N E S S E T H:

That, in consideration of the covenants hereinafter contained, the Landlord hereby demises and lets, and the Tenant hereby rents and hires from the Landlord, the following described property, to wit:

One vacant lot in the City of Stockbridge, Henry County, Georgia, being on the west side of Berry Street and bounded on the North by lots of Grady Moseley; East by Berry Street; South by lots belonging to the Estates of Clark and Patillo; and West by vacant lot of J. D. McCollough.

Dimensions of this lot to be 30 feet wide and 100 feet long and known as Lot 34.

A tract or parcel of land, with office buildings thereon, being in the City of Stockbridge, and in Land Lot 61 of the 12th District of Henry County, Georgia, and being Lots 13, 14, 15, 36, 37 and 38 in Block D of subdivision of W. D. Grant property as per plat on file in office of G. W. Adair, Atlanta, Georgia; said tract being more particularly described as follows:

Beginning at a point on the East side of Burks Street 358 feet North of Burks and Jonesboro Streets, and running thence North along the East side of Burks Street 90 feet; thence East 200 feet to Berry Street; thence South along the West side of Berry Street 90 feet; thence West 200 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances, rights, privileges and easements thereunto belonging to in anywise appertaining, unto the said Tenant, its successors and assigns, for the term described herein and any renewal hereof.

SECTION 1 - RENTAL

The Tenant hereby covenants and agrees to pay to the Landlord rent at the rate of ONE DOLLAR ($1.00) per year to be paid in advance on the first day of January of each year.

SECTION 2 - USE OF PREMISES

The demised premises may be used by the Tenant only for the conduct of the business of Henry County. Tenant shall at all times fully and properly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said premises.

SECTION 3 - TERM

This lease shall be for a term of one (1) year commencing on the date the Landlord complete its relocation to the new City Hall and will terminate on December 31, 1993. However, the term of the lease shall be extended for additional years automatically without the need for any action by either party at the same rental rate. It is the intent of the parties that this lease shall be of perpetual duration unless canceled or terminated as provided herein.

SECTION 4 - ALTERATIONS AND IMPROVEMENTS

The Tenant shall have the right and privilege at all times during the term of this lease to make, at its own expense, such

changes, improvements, alterations and additions to the demised premises as the Tenant may desire, provided, however, that any changes to the subject property shall be subject to Landlord's approval. All improvements that are made to the property shall become the property of the Landlord, free and clear of any claims of the Tenant.

SECTION 5 - FIXTURES

The Tenant may, on termination of this lease, remove from the said premises all shelving and other equipment which Tenant may have installed at its own expense in said premises or otherwise acquired, during the term of this lease. If the building on said premises shall be defaced by the removal of such equipment, Tenant shall repair the damages at its expense.

SECTION 6 - UTILITIES AND HEAT

The Tenant shall pay or cause to be paid all utilities, including, but not limited to, water, electrical, gas, telephone, sewer and sanitation charges incurred by it on said premises during the term of this Lease.

SECTION 7 - DAMAGE CLAUSE

Tenant shall maintain comprehensive casualty insurance on the subject premises in an amount not less than $800,000.00, specifically naming Landlord as a loss payee.

SECTION 8 - INDEMNIFICATION AND INSURANCE

The Landlord shall not be liable for any damage to property or person by reason of the Tenant's occupancy of the leased premises, and the Tenant agrees to save Landlord harmless from all claims for

damages to property or person occurring in or on the leased premises. The Tenant further specifically agrees that it will procure and keep in force public liability insurance in an amount of not less than $1,000,000/$1,000,000 specifically naming Landlord as a named insured.

SECTION 9 - MAINTENANCE AND REPAIRS

The Tenant shall maintain, keep and repair, at its expense, the electrical, plumbing, heating and air conditioning systems, the landscape and all exterior portions of the building, including the roof, exterior walls, canopy, gutters, downspouts, and also all structural portions of the building whether the same are on the interior or exterior, in a condition that is acceptable to the Landlord. In addition, the Tenant agrees that during the term hereof, or any extension or renewal hereof, it will keep the parking and receiving areas and landscaped areas in substantially the same condition as at the time of execution of this lease and will not allow the premises to become littered.

The Tenant shall keep, maintain and repair at its expense all interior portions of the building, except structural portions.

SECTION 10 - TENANT TO PAY FEES

The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

SECTION 11 - SIGNS

Tenant shall have the right to place signs or other advertising devices, electrical or non-electrical, at any place on

the premises provided that such signs meet the requirements of local laws and regulations. When erecting such signs, the Tenant shall not injure the building and shall save the Landlord harmless from any damage resulting from the installation or removal of such signs.

SECTION 12 - TERMINATION AND SURRENDER OF POSSESSION

Either party to this agreement may terminate or cancel same by giving the other party six (6) months advance written notice of its intent to do so by sending the same by certified mail, return receipt requested, to the City Manager of Landlord or to the Board of Commissioners of Tenant, whichever the case may be. Upon the termination of this lease or any renewal thereof, Tenant shall surrender the premises in the same condition or repair as at the beginning of the term, ordinary wear, tear and damages excepted.

SECTION 13 - SUB-LEASING

Tenant shall not sublease the subject property without first securing the express written approval of Landlord.

SECTION 14 - WAIVER OF SUBROGATION

Landlord and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their successors, sublessees or assigns, against the other, or their officers, agents, employees, successors, sublessees or assigns, for any loss, cost or damage to the leased premises or any improvements

or other property located thereon, caused by or resulting from fire, explosion or other casualty of whatsoever origin, to the extent that the same is covered by and reimbursement made by insurance maintained on the leased premises or the contents thereof; provided, however, that nothing contained in this section shall affect or diminish Landlord's obligation to repair or rebuild in case of damage or destruction as provided herein. All policies of insurance carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insured thereunder waives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant. This provision shall not be effective in the event that a waiver of subrogation endorsement is not available form the insurer at standard commercial rates.

SECTION 15 - LEASE BINDING

It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both the Landlord and Tenant.

SECTION 16 - ENTIRE AGREEMENT

This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be changed or modified except by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF the Landlord and Tenant have caused this indenture to be duly executed and sealed the day and year first above written.

LANDLORD:

Signed, sealed and delivered in the presence of:

Nancy W. Brown
Unofficial Witness

Nancy W. Ward
Notary Public
Notary Public, Henry County, Georgia
My Commission Expires October 25, 1994

CITY OF STOCKBRIDGE

BY: N. Miller (L.S.)

ATTEST: Nancy W. Brown (L.S.)

(Seal)

TENANT:

Signed, sealed and delivered in the presence of:

Doreen B Craig
Unofficial Witness

Pamela F. Gilbreath
Notary Public
Notary Public, Henry County, Georgia
My Commission Expires April 16, 1998

HENRY COUNTY

BY: [illegible] (L.S.)

BY: _____ (L.S.)

(Seal)

150

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*CEMETERY***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Sales, Fees, County General Fund
Hampton	Sales, Fees, Municipal General Fund
Locust Grove	Sales, Fees, Municipal General Fund
McDonough	Sales, Fees, Municipal General Fund
Stockbridge	Sales, Fees, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*CITY PRISONERS***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Sheriff of Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund, County Jail Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Funding mechanism clarified.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Housing of City Prisoners (See Exhibit A Attached)	Henry County and All Cities	Ten year term beginning on the effective date of the Agreement.

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

EXHIBIT A

HOUSING OF CITY PRISONERS

The City shall reimburse the Sheriff's Department of Henry County in the amount of $37.58 per day for the housing of City prisoners sentenced by the municipal court of the City for violation of a specified City section of the City Code. Said daily fee shall commence on the date the person is incarcerated by the municipal court judge. The City shall not be required to pay any fees for prisoners that are sentenced by the municipal court judge for violation of state law. The affected City shall make payment within thirty (30) days of receipt of the bill. In addition, the County jail fund fee authorized by O.C.G.A. § 15-21-93 shall be remitted to the County in accordance with State law.

HENRY COUNTY, GEORGIA

By: _____ (L.S.)
Chairman

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF McDONOUGH, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF HAMPTON, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF LOCUST GROVE, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

HENRY COUNTY SHERIFF

By: _____ (L.S.)
Keith McBrayer, Sheriff

Attest: _____ (L.S.)
(SEAL)

EXHIBIT A

HOUSING OF CITY PRISONERS

The City shall reimburse the Sheriff's Department of Henry County in the amount of $37.58 per day for the housing of City prisoners sentenced by the municipal court of the City for violation of a specified City section of the City Code. Said daily fee shall commence on the date the person is incarcerated by the municipal court judge. The City shall not be required to pay any fees for prisoners that are sentenced by the municipal court judge for violation of state law. The affected City shall make payment within thirty (30) days of receipt of the bill. In addition, the County jail fund fee authorized by O.C.G.A. § 15-21-93 shall be remitted to the County in accordance with State law.

HENRY COUNTY, GEORGIA

By: _____(L.S.)
Chairman

Attest: _____(L.S.)
Clerk (SEAL)

CITY OF McDONOUGH, GEORGIA

By: _____(L.S.)
Mayor

Attest: _____(L.S.)
Clerk (SEAL)

CITY OF HAMPTON, GEORGIA

By: _____(L.S.)
Mayor

Attest: _____(L.S.)
Clerk (SEAL)

CITY OF STOCKBRIDGE, GEORGIA

By: _____(L.S.)
Mayor

Attest: _____(L.S.)
Clerk (SEAL)

CITY OF LOCUST GROVE, GEORGIA

By: _____(L.S.)
Mayor

Attest: _____(L.S.)
Clerk (SEAL)

HENRY COUNTY SHERIFF

By: _____(L.S.)
_____, Sheriff

Attest: _____(L.S.)
(SEAL)

SHERRY SMITH
NOTARY PUBLIC, STATE OF GEORGIA
MY COMMISSION EXPIRES
JULY 29, 2021

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

Service:*CITY PRISONERS - TRANSPORT*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Henry County Sheriff to provide service in unincorporated area of Henry County and the City of Stockbridge. Hampton, Locust Grove and McDonough shall provide this service within their incorporated areas.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund
Stockbridge	Municipal General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Agreement between Henry County and Stockbridge.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

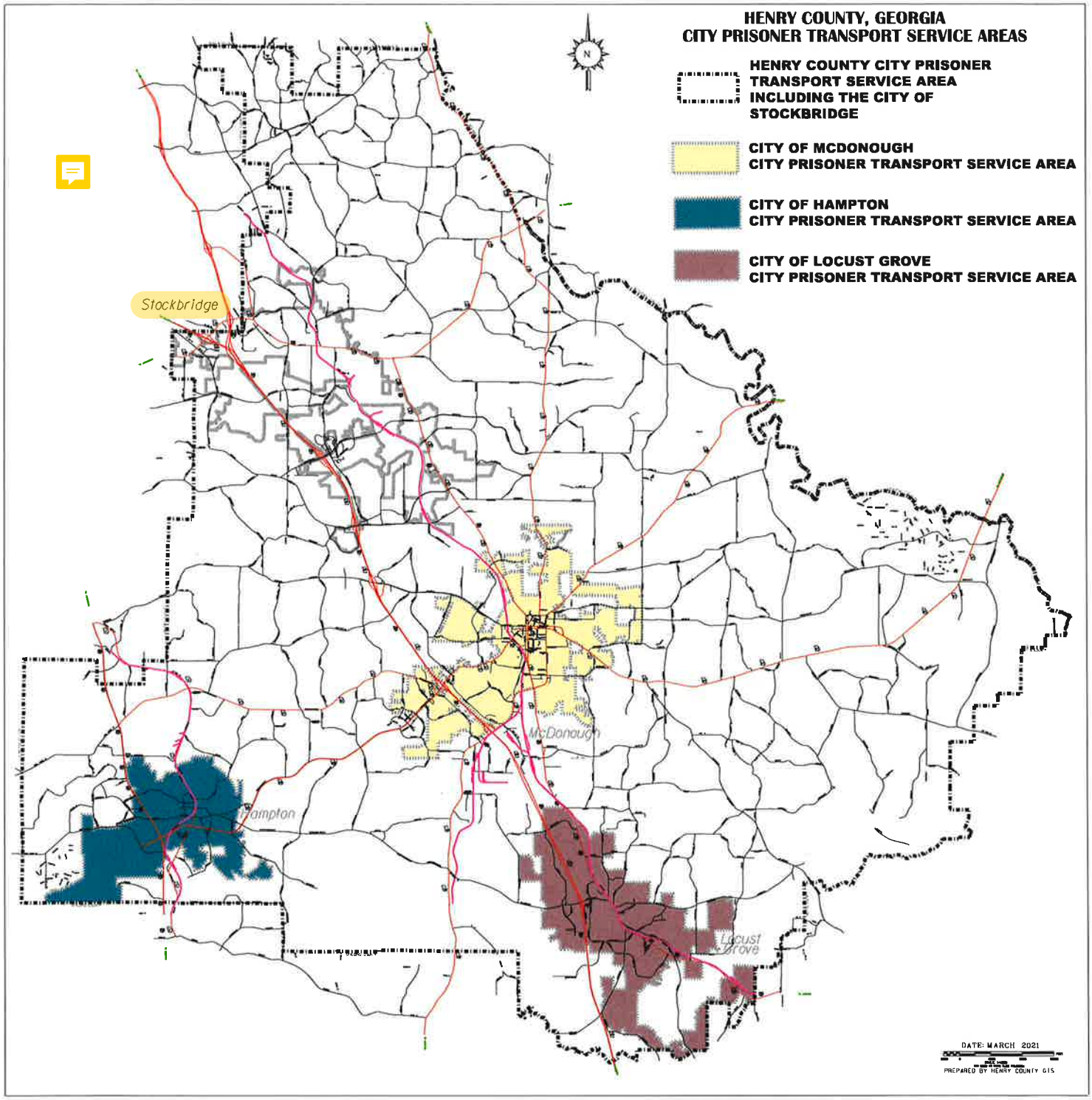
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900


HENRY COUNTY, GEORGIA
CITY PRISONER TRANSPORT SERVICE AREAS
HENRY COUNTY CITY PRISONER TRANSPORT SERVICE AREA INCLUDING THE CITY OF STOCKBRIDGE
CITY OF MCDONOUGH CITY PRISONER TRANSPORT SERVICE AREA
CITY OF HAMPTON CITY PRISONER TRANSPORT SERVICE AREA
CITY OF LOCUST GROVE CITY PRISONER TRANSPORT SERVICE AREA
N
Stockbridge
McDonough
Hampton
Locust Grove
DATE: MARCH 2021
PREPARED BY HENRY COUNTY GIS

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*CODE ENFORCEMENT***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District, as described under Paragraph 6 of this form.
Hampton	Fines, Fees, Assessments, Municipal General Fund
Locust Grove	Fines, Fees, Assessments, Municipal General Fund
McDonough	Fines, Fees, Assessments, Municipal General Fund
Stockbridge	Fines, Fees, Assessments, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:HENRY COUNTY | **Service:*COMPREHENSIVE PLAN***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County regardless of whether those municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough and Stockbridge provides this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District as described under Paragraph 6 of this form.
Hampton	Municipal General Fund, Grants
Locust Grove	Municipal General Fund, Grants
McDonough	Municipal General Fund, Grants
Stockbridge	Municipal General Fund, Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district consisting of the unincorporated areas of the County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:HENRY COUNTY | **Service:*CORONER SERVICE***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Added SPLOST as a funding source.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Community Affairs

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COUNTY: HENRY COUNTY | **Service: *COURTS/INDIGENT DEFENSE - MUNICIPAL COURT***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton, Locust Grove, McDonough, Stockbridge**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Hampton	Fees, Forfeitures, Fines, Municipal General Fund
Locust Grove	Fees, Forfeitures, Fines, Municipal General Fund
McDonough	Fees, Forfeitures, Fines, Municipal General Fund
Stockbridge	Fees, Forfeitures, Fines, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:HENRY COUNTY	Service:*COURTS/INDIGENT DEFENSE - STATE AND COUNTY COURTS*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County (via the Juvenile Court, Magistrate Court, Superior and State Courts)**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Fees, Forfeitures, Fines, General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs

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COUNTY:HENRY COUNTY

Service:*COURT SECURITY, SERVICE OF PROCESS, SUBPOENAS*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Sheriff of Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6 What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs

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COUNTY:HENRY COUNTY	**Service:*DETENTION AND COLLECTION OF UNRESTRAINED ANIMALS AND RELATED CODE ENFORCEMENT***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Countywide Revenues, Fines Collected by City Municipal Court for Enforcement of Animal Control Ordinance

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

All cities adopt a uniform animal control ordinance provided by Henry County and authorizing Henry County to enforce said ordinance within each respective city and remitting fines collected thereunder to the County

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Community Affairs

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COUNTY:HENRY COUNTY | **Service:*DEVELOPMENT AUTHORITY - County***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):**Henry County Development Authority**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Clarified Service Provider.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Community Affairs

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Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *ECONOMIC DEVELOPMENT - Independent City Authorities*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton, Locust Grove, McDonough, Stockbridge**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Hampton	Municipal General Fund, City Authority, program, or organization funds.
Locust Grove	Municipal General Fund, City Authority, program, or organization funds.
McDonough	Municipal General Fund, City Authority, program, or organization funds.
Stockbridge	Municipal General Fund, City Authority, program, or organization funds.

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*DEVELOPMENT PLAN REVIEW***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a service district consisting of the unincorporated areas of Henry County regardless of whether the municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District as described under Paragraph 6 of this form.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*ELECTIONS - Federal, State, County***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*ELECTIONS - Municipal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton, Locust Grove, McDonough, Stockbridge**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Intergovernmental Agreements extend to a term consistent with this form.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Intergovernmental Agreement	Henry County and City of Hampton	See IGA, renews annually.
Intergovernmental Agreement	Henry County and City of Locust Grove	See IGA, renews annually.
Intergovernmental Agreement	Henry County and City of McDonough	See IGA, renews annually.
Intergovernmental Agreement	Henry County and City of Stockbridge	See IGA, renews annually.

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

STATE OF GEORGIA

COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT BETWEEN HENRY COUNTY ("COUNTY") AND THE CITY OF HAMPTON ("CITY") RELATING TO SERVICES OF THE HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided that with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to an,4 incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the city council of said city, as Mayor of said city, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § *36-70 20-et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire county, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agreed as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.;* and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.;* and

(c) The Board has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement. The term of this Agreement shall commence on and shall continue from year to year unless terminated as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one 60-day written notice. If notice to terminate is given, the County will continue to provide the contracted services to the City for all services given through the end of the day of the 60-day period. This Agreement shall then terminate and expire on the final day of the 60-day period, and each party's obligations hereunder shall cease therewith.

Section 4. Prerequisites to Performance. The City shall adopt an ordinance authorizing the Board to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;
(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or
(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the County for the actual conduct of the municipal election.

Section 5. City's Obligations. The City shall adopt ordinances or resolutions to accomplish the following:

(a) Select the service(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election; and
(b) Assist the Board and the County in providing security for each election.

Section 6. Scope of Services by Board. The Board shall provide any and all services required to conduct, manage, and supervise the November 2021 municipal election and each election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him/her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, ensure compliance with the City Charter for municipal elections, instruct poll officers in

their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At the time or times set by the City, the Superintendent shall call for an election to be held in all applicable voting precincts set by the City;

(c) The Board shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Department of Justice of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election precinct of the City shall be open at 7:00 a.m. and shall close at 7:00 p.m ;

(e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;

(f) The Board shall count the votes of said election in the manner required by law;

(g) Publish the Notice of Election as required by law; and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

Section 7. Compensation.

(a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board to perform, including but not limited to, any and all usual standard charges incurred by the County and the Board during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.

(b) Within 90 days after the date of the election or any runoff election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses and charges in connection with the election to the County within 30 days after receipt of the invoice that provides said expenses and charges.

Section 8. Indemnity.

(a) The City shall indemnify and hold harmless the County and the Board from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement, including but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or Board in connection with any election held pursuant to this Agreement.

(b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board or any person acting on its behalf;

(c) The City shall cause its attorney ("City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that

the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 9. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§50-14-1 *et seq.*

Section 10. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 11. Arbitration. The parties hereby agree to submit any controversy arising under this agreement to arbitration pursuant to the provisions of O.C.G.A. §9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 12. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 13. Governing Law. This agreement and all transactions contemplated hereby shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 14. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the reminder of this agreement or the application of such provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands or requests required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postage prepaid, registered or certified with return receipt requested, to the address s appearing on the executed page hereof or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder.

SO AGREED, this 31 day of December 2020.

CITY OF HAMPTON, GEORGIA

By: _____
STEVE HUTCHISON, Mayor

Attest: _____
MELISSA BROOKS, City Clerk

HENRY COUNTY, GEORGIA

By: _____
JUNE WOOD, Chairwoman

Attest: _____
STEPHANIE BRAUN, County Clerk

HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION, GEORGIA

By: _____
DAN RICHARDSON, Chairman

Attest: _____
AMEIKA PITTS, Director

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
HENRY COUNTY, GEORGIA and
THE CITY OF LOCUST GROVE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 31st day of December, 2020, between Henry County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Locust Grove, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Henry County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the day the last party to this Agreement approves this Agreement on its minutes and shall continue from year to year unless terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

a) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

b) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

c) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

d) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

e) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

f) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

g) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days which shall be the final day of election and early voting conducted only on weekdays and Saturdays as permitted under state law and for conducting recounts as may be required;

h) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

i) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

j) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

k) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Designating early and advance voting sites and hours;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) All aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City

Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation but such person shall constitute agents or employees of the County for purposes of paragraph 5.1 and 5.2.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, liability, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Henry County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least sixty (60) days prior to the

effective date of the termination; provided however, that termination shall not be effective during a called election but thirty (300 days after certification of the election which determines the outcome for all elective offices on the ballot for that election cycle.

ARTICLE 9
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:	Grayson Davis Interim Elections Supervisor 345 Phillips Drive McDonough, Georgia 30253
With a copy to:	Patrick J. Jaugstetter 222 Webb Street Cumming, GA 30040
If to the City:	Tim Young 3644 Highway 42 Locust Grove, GA 30248
With a copy to:	Andrew J. Welch, III 2200 Keys Ferry Ct. McDonough, GA 30253

ARTICLE 10
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Henry County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 13
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 14
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

HENRY COUNTY, GEORGIA

By: June Wood
June Wood, BOC Chair

Date: 12/31/20

ATTEST:

Stephanie Braun, County Clerk (SEAL)

APPROVED AS TO FORM:

Dan Richardson, Chairman
Henry County Board of Registrations and Elections

APPROVED AS TO SUBSTANCE:

Grayson Davis, Interim Elections Supervisor
Henry County Board of Registrations and Elections

CITY OF LOCUST GROVE, GEORGIA

Mayor, Robert Price (SEAL)

City Clerk, Misty Spurling (SEAL)

Date: 12/31/2020

APPROVED AS TO FORM:

City Attorney, Andrew J. Welch, III

APPROVED AS TO SUBSTANCE:

City Manager, Tim Young

June Wood, BOC Chair

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF LOCUST GROVE hereby requests that Henry County conduct its municipal Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 345 Phillips Drive McDonough, Georgia 30253.

This _____ day of _____, 20___.

_____ (SEAL)
City Clerk

The Henry County Board of Registrations and Elections agrees to conduct the CITY OF LOCUST GROVE, GA 's Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Grayson Davis, Interim Elections Supervisor
Henry County Board of Registrations and
Elections

2007

STATE OF GEORGIA
COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT BETWEEN HENRY COUNTY ("COUNTY") AND THE CITY OF MCDONOUGH ("CITY") RELATING TO SERVICES OF THE HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said city, as Mayor of said City, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.* ; and

(c) The Board has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement. The term of this Agreement shall commence on ____ ___ __ and shall continue from year to year unless terminated as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one 60-day written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the 60-day period. This Agreement shall then terminate and expire on the final day of the 60-day period and each party's obligations hereunder shall cease therewith.

Section 4. Prerequisites to Performance. The City shall adopt an ordinance authorizing the Board to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

Section 5. City's Obligations. The City shall adopt ordinances or resolutions to accomplish the following:

(a) Select the services(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election;

(b) Designate the location for all voting precinct(s); and

(c) Assist the Board and the County in providing security for each election.

Section 6. Scope of Services by Board. The Board shall provide any and all services required to conduct, manage, and supervise the November 2007 municipal election and each

election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him/her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the City Charter for municipal elections, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At the time or times set by the City, the Superintendent shall call for an election, to be held in all applicable voting precincts set by the City;

(c) The Board shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m;

(e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;

(f) The Board shall count the votes of said election in the manner required by law;

(g) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

Section 7. Compensation.

(a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.

(b) Within 90 days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses and charges in connection with the Election to the County within 30 days after receipt of the invoice that provides said expenses and charges.

Section 8. Indemnity.

(a) The City shall indemnify and hold harmless the County and the Board from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board of Elections or any person acting on its behalf.

(c) The City shall cause its attorney (the "City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 9. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 10. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 11. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 12. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 13. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 14. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addressees shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

So agreed, this 7th day of August, 2007

CITY OF MCDONOUGH, GEORGIA

Attest: Janis E. Price
Janis E. Price, City Clerk

BY: (L.S.)
BILLY COPELAND, Mayor

[SEAL]

HENRY COUNTY, GEORGIA

Attest: Shay Mathis
Shay Mathis, County Clerk

BY: (L.S)
JASON T. HARPER, Chairman
Henry County Board of Commissioners

[SEAL]

HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION

Attest: Janet Shellnutt
Janet Shellnutt, Director

BY: (L.S.)
EDDIE CARDELL, Chairman

[SEAL]

COPY

STATE OF GEORGIA
COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT BETWEEN HENRY COUNTY ("COUNTY") AND THE CITY OF STOCKBRIDGE ("CITY") RELATING TO SERVICES OF THE HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided that with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the city council of said city, as Mayor of said city, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire county, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agreed as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this

Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

(c) The Board has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq*

Section 2. Term of Agreement. The term of this Agreement shall commence on and shall continue from year to year unless terminated as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one 60-day written notice. If notice to terminate is given, the County will continue to provide the contracted services to the City for all services given through the end of the day of the 60-day period. This Agreement shall then terminate and expire on the final day of the 60-day period, and each party's obligations hereunder shall cease therewith.

Section 4. Prerequisites to Performance. The City shall adopt an ordinance authorizing the Board to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the County for the actual conduct of the municipal election.

Section 5. City's Obligations. The City shall adopt ordinances or resolutions to accomplish the following:

(a) Select the service(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election;

(b) Designate the location for all voting precinct(s); and

(c) Assist the Board and the County in providing security for each election.

Section 6. Scope of Services by Board. The Board shall provide any and all services required to conduct, manage, and supervise the November 2007 municipal election and each election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him/her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, ensure compliance with the City Charter for municipal elections, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At the time or times set by the City, the Superintendent shall call for an election to be held in all applicable voting precincts set by the City;

(c) The Board shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Department of Justice of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election precinct of the City shall be open at 7:00 a.m. and shall close at 7:00 p.m.;

(e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;

(f) The Board shall count the votes of said election in the manner required by law;

(g) Publish the Notice of Election as required by law; and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

Section 7. Compensation.

(a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board to perform, including but not limited to, any and all usual standard charges incurred by the County and the Board during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.

(b) Within 90 days after the date of the election or any runoff election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses

and charges in connection with the election to the County within 30 days after receipt of the invoice that provides said expenses and charges.

Section 8. Indemnity.

(a) The City shall indemnify and hold harmless the County and the Board from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement, including but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or Board in connection with any election held pursuant to this Agreement.

(b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board or any person acting on its behalf;

(c) The City shall cause its attorney ("City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 9. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§50-14-1 *et seq.*

Section 10. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 11. Arbitration. The parties hereby agree to submit any controversy arising under this agreement to arbitration pursuant to the provisions of O.C.G.A. §9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 12. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 13. Governing Law. This agreement and all transactions contemplated hereby shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 14. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement or the application of such provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands or requests required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postage prepaid, registered or certified with return receipt requested, to the addresses appearing on the executed page hereof or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder.

SO AGREED, this 9th day of July 2007.

CITY OF STOCKBRIDGE, GEORGIA

Attest: _____
Merle Manders, City Clerk

BY: _____ (L.S.)
R. G. KELLEY, Mayor

[SEAL]

HENRY COUNTY, GEORGIA

Attest: _____
Shay Mathis, County Clerk

BY: _____ (L.S.)
JASON T. HARPER, Chairman
Henry County Board of Commissioners

[SEAL]

HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION

Attest: _____
Janet Shellnutt, Director

BY: _____ (L.S.)
EDDIE CARDELL, Chairman

[SEAL]

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	**Service:*ELECTRIC***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (If "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Hampton	Fees, Assessments, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*EMERGENCY COMMUNICATIONS (911) AND DISPATCH***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Fees, County General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change. The County agrees to provide both emergency and non-emergency dispatch services to all local government public safety personnel including allowing the use of the County's radio frequencies and systems through which all aforementioned services may be provided.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*EMERGENCY MANAGEMENT AGENCY (EMA)***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Fees, County General Fund, Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*EMERGENCY MEDICAL SERVICES (EMS)***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	Service:*ENVIRONMENTAL HEALTH AND HEALTH DEPARTMENT*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Countywide Revenues; SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Added SPLOST as a funding source.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1 Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY **Service:*FIRE PROTECTION***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **City of McDonough; Henry County**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	General Fund; Fire Special Service Districts as described under Paragraph 6 of this Form; SPLOST
McDonough	Municipal General Fund, SPLOST, Grants, Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The City of McDonough shall provide the service within the corporate limits of McDonough, with automatic aid agreements between McDonough and Henry County for joint response.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Agreement of Automatic Aid	Henry County and City of McDonough	Renewable Annually

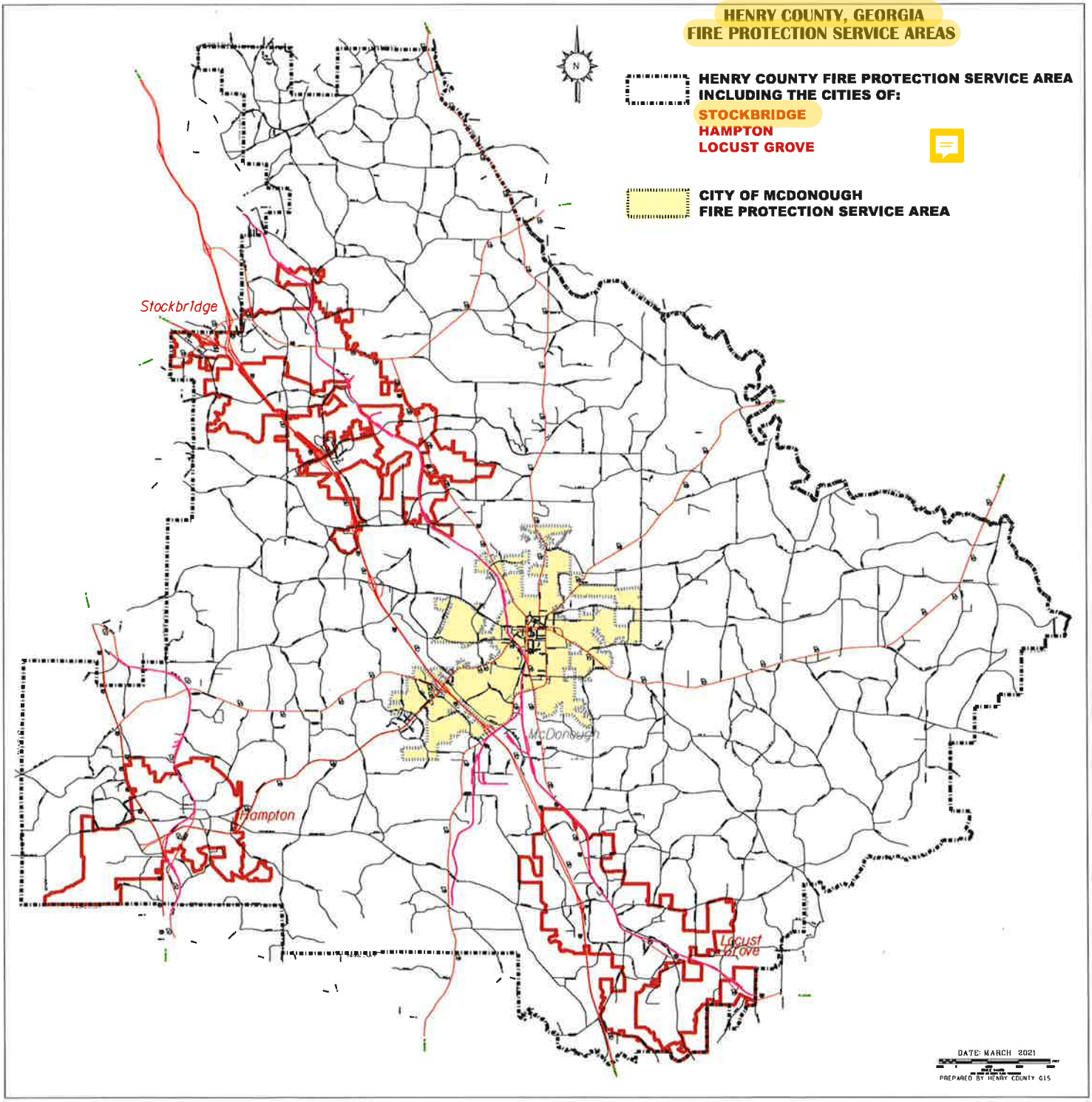
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, within 30 days of verification by DCA of this SDS Agreement, Henry County shall create a special service district consisting of the unincorporated areas of the County and the incorporated areas of the Cities of Hampton, Locust Grove and Stockbridge with funding to be derived from grants, property taxes, insurance premium taxes, assessments, or user fees levied or imposed within the County special service district. The aforementioned Cities within the special service district shall collect and remit fire impact fees to the County. On or about July 1, 2021 and with the City of McDonough's consent, the County shall create a fire special service district within the corporate boundaries of the City of McDonough to fund the County's provision of automatic aid to the City of McDonough, its Fire Department, property owners and citizens ("McDonough Fire District"). For 2021, the McDonough Fire District ad valorem levy shall be ~~the lesser of 0.497 mils or~~ forty-five percent (45%) of the millage rate imposed by the County in the County's special service district for fire protection. For each year thereafter, the millage rate that may be levied in the McDonough Fire District shall ~~not increase by more than 1.67% annually or~~ forty-five percent (45%) of the millage rate imposed by the County in the County's special service district, ~~whichever is less. For example, in 2022, the McDonough ad valorem levy shall be the lesser of 0.505 mils or forty-five percent (45) of the millage rate imposed by the County in the County's special service district for fire protection.~~ MMC

SEH

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No


HENRY COUNTY, GEORGIA
FIRE PROTECTION SERVICE AREAS
HENRY COUNTY FIRE PROTECTION SERVICE AREA
INCLUDING THE CITIES OF:
STOCKBRIDGE
HAMPTON
LOCUST GROVE
CITY OF MCDONOUGH
FIRE PROTECTION SERVICE AREA
Stockbridge
McDonough
Hampton
Locust Grove
DATE: MARCH 2021
PREPARED BY HENRY COUNTY GIS

AGREEMENT OF AUTOMATIC AID

HENRY COUNTY/CITY OF MCDONOUGH

THIS AGREEMENT is made and entered into this 31st day of December, 2020, by and between Henry County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners (herein after referred to as "Henry"), and The City of McDonough, Georgia, organized and existing under the laws of the State of Georgia acting by and through its duly elected City officials (herein after referred to as "McDonough");

W I T N E S S E T H:

WHEREAS, Henry and McDonough are contiguous; and

WHEREAS, Henry and McDonough each maintain and staff a fire department for the purpose of suppression, protection, prevention, rescue and emergency medical assistance; and

WHEREAS, Henry and McDonough have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other party in the event of a fire or other local emergency, and to take part in joint training exercises as listed in *Addendum A*; and

WHEREAS, it is the desire of the signatories hereto to enter into this Agreement for automatic aid (first responder) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated §36-69 "Georgia Mutual Aid Act."

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1 – AUTOMATIC AID FIRST RESPONSE

Paragraph 1.0 The parties shall establish a mutually beneficial response district as designated and agreed upon by the Henry County Fire Chief and the City of McDonough Fire Chief and attached and incorporated hereto as *Addendum B* and hereinafter referred to as "response district". This response district may be changed to reflect additions or deletions of response areas with the approval of both parties.

Paragraph 1.1 In the event of any fire, rescue, disturbance, or other fire related local emergency occurring in the response district, Henry and McDonough shall furnish such fire suppression, protection, and rescue services as may be reasonably required to cope with such emergency, in addition to the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2 The level of automatic aid shall be extended to a level agreed upon by the Henry County Fire Chief and the City of McDonough Fire Chief and included herein as *Addendum B.*

ARTICLE 2 – SUPERVISION

Paragraph 2.0 Henry County shall dispatch a Chief Officer for applicable call types as listed in *Addendum C.* The Chief Officer shall coordinate the responded resources and shall report to the IC (Incident Commander) if Incident Command is already established.

ARTICLE 3 – LIABILITY

Paragraph 3.0 Every employee shall be deemed to be the employee and agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than their regular employer.

Paragraph 3.1 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE 4 – CONSIDERATION

Paragraph 4.0 No party under this Agreement will be required to pay any compensation to the other party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 4.1 It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both parties.

Paragraph 4.2 Each party pursuant to this Agreement shall comply with the workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 4.3 Each party shall pay the salaries, benefits, and all other compensation for its own personnel without cost to the other party.

ARTICLE 5 – RELEASE OF CLAIMS

Paragraph 5.0 Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant to this Agreement.

ARTICLE 6 – INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is required to be paid to any fire employee by reason of any injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE 7 – NO THIRD-PARTY BENEFICIARIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party to parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE 8 – TERM OF AGREEMENT

Paragraph 8.0 This Agreement shall commence upon its approval by the respective governing bodies of Henry County and the City of McDonough and shall continue until December 31, 2020. This Agreement shall stand automatically renewed by the parties on January 1, 2021 and each year thereafter on January 1st, until such time as written notice of termination or modification is received by either party at least thirty (30) days prior to the expiration of the first term or any term thereafter.

Paragraph 8.1 Nothing in this Article shall preclude termination pursuant to Article 14.

ARTICLE 9 – DISPATCHING OF ALARM – AUTOMATIC AID

Paragraph 9.0 The Henry County E911 will be the designated dispatch agency for Henry County and the City of McDonough.

ARTICLE 10 – FIRE SCENE COMMUNICATIONS

Paragraph 10.0 All fire scene communications will be conducted on the talk group designated by the Henry County E911 Dispatcher or the Incident Commander.

ARTICLE 11 – MOVE UP EQUIPMENT

Paragraph 11.0 In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment to an incident, the jurisdictions may provide aid to cover vacant areas by "moving up" unites of either agency to backfill zones.

ARTICLE 12 – ADMINISTRATION

Paragraph 12.0 It is agreed by each of the parties that for purposes of liaison and administration, the Henry County Fire Chief and the City of McDonough Fire Chief shall be jointly responsible.

ARTICLE 13 – ENTIRE AGREEMENT

Paragraph 13.0 This Agreement shall constitute the entire agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 13.1 This Agreement shall be the sole instrument for the provision of suppression, protection, rescue and emergency medical assistance automatic aid between the parties.

ARTICLE 14 – TERMINATION

Paragraph 14.0 Either party to this Agreement may terminate the Agreement by giving not less than thirty (30) days advance written notice to the other party.

ARTICLE 15 – SEVERABILITY OF TERMS

Paragraph 15.0 In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 16 – GOVERNING LAW

Paragraph 16.0 This Agreement shall be governed in all respects by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

APPROVED AS TO FORM:

_____

County Attorney

HENRY COUNTY, GEORGIA

_____

Chair, Board of Commissioners

ATTEST:

_____

County Clerk

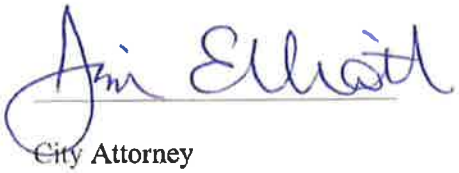
_____

County Manager

_____

Fire Chief, Henry County Fire Dept.

APPROVED AS TO FORM:



City Attorney

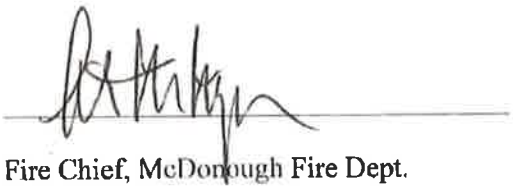
McDonough, GEORGIA

Mayor, City Council

ATTEST:

City Clerk

City Administrator



Fire Chief, McDonough Fire Dept.

Addendum A – Joint Training

- Attend three yearly fire in-service drills
- Attend three yearly ems in-service drills

Addendum B – Response Districts

- See attachments

Addendum B - Response Districts

Rescue

1	A	1, 51, 15, 7, 8, 3, 14, 9, 12, 2, 13, 5, 16, 6
	B	1, 15, 51, 8, 14, 5, 1, 7, 9, 12, 10, 2, 13, 16, 6
	C	1, 51, 7, 15, 8, 14, 3, 9, 12, 10, 2, 13, 5, 16, 6
	D	1, 51, 12, 2, 14, 15, 10, 7, 5, 3, 8, 9, 13, 16, 6
	E	1, 14, 2, 51, 15, 5, 8, 7, 12, 9, 3, 10, 13, 16, 6
2	A	2, 1, 12, 14, 51, 5, 10, 15, 3, 7, 8, 13, 9, 16, 6
	B	2, 12, 14, 1, 10, 51, 5, 3, 7, 8, 13, 9, 16, 6
	C	2, 14, 12, 1, 51, 5, 10, 15, 3, 7, 8, 13, 9, 16, 6
	D	2, 14, 1, 12, 5, 51, 10, 15, 3, 7, 8, 13, 9, 16, 6
3	A	3, 9, 7, 16, 8, 51, 13, 1, 6, 15, 10, 12, 2, 14, 5
	B	3, 7, 9, 8, 16, 51, 13, 1, 6, 15, 10, 12, 2, 14, 5
	C	3, 51, 7, 1, 8, 9, 13, 15, 16, 6, 10, 12, 2, 14, 5
	D	3, 8, 7, 51, 1, 9, 15, 13, 16, 6, 10, 12, 2, 14, 5
	E	3, 8, 9, 7, 15, 51, 1, 13, 16, 6, 10, 12, 2, 14, 5
	F	3, 9, 7, 8, 16, 51, 13, 15, 1, 10, 12, 2, 14, 5
5	A	5, 14, 15, 1, 7, 8, 51, 3, 12, 9, 7, 10, 13, 16, 6
	B	5, 14, 15, 1, 7, 8, 51, 3, 12, 9, 7, 10, 13, 16, 6
	C	5, 15, 14, 1, 8, 7, 51, 3, 12, 9, 7, 10, 13, 16, 6
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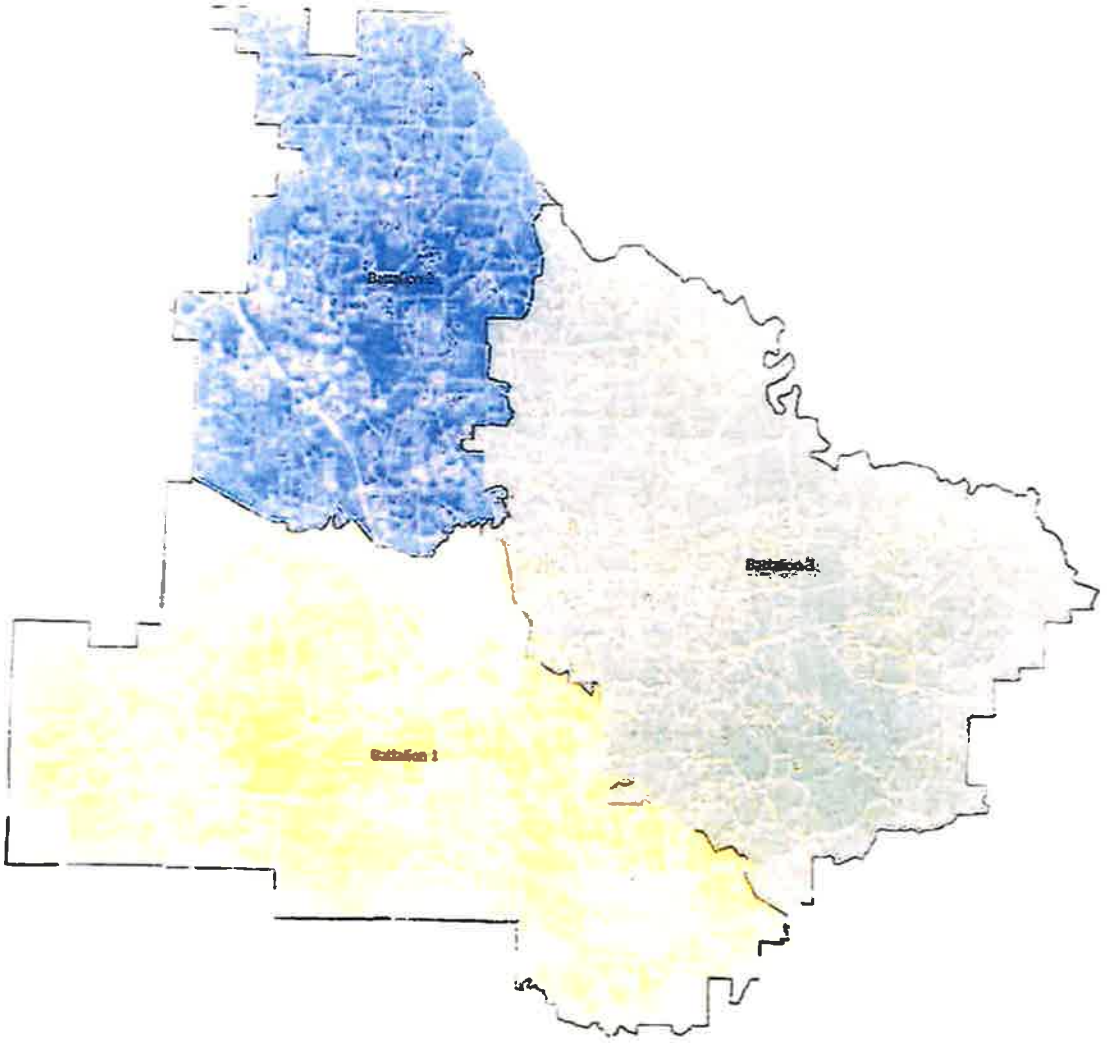
Addendum C - Battalion Districts

RoadCenterlinesUpdated

3BattalionDistricts

- Battalion 1
- Battalion 2
- Battalion 3

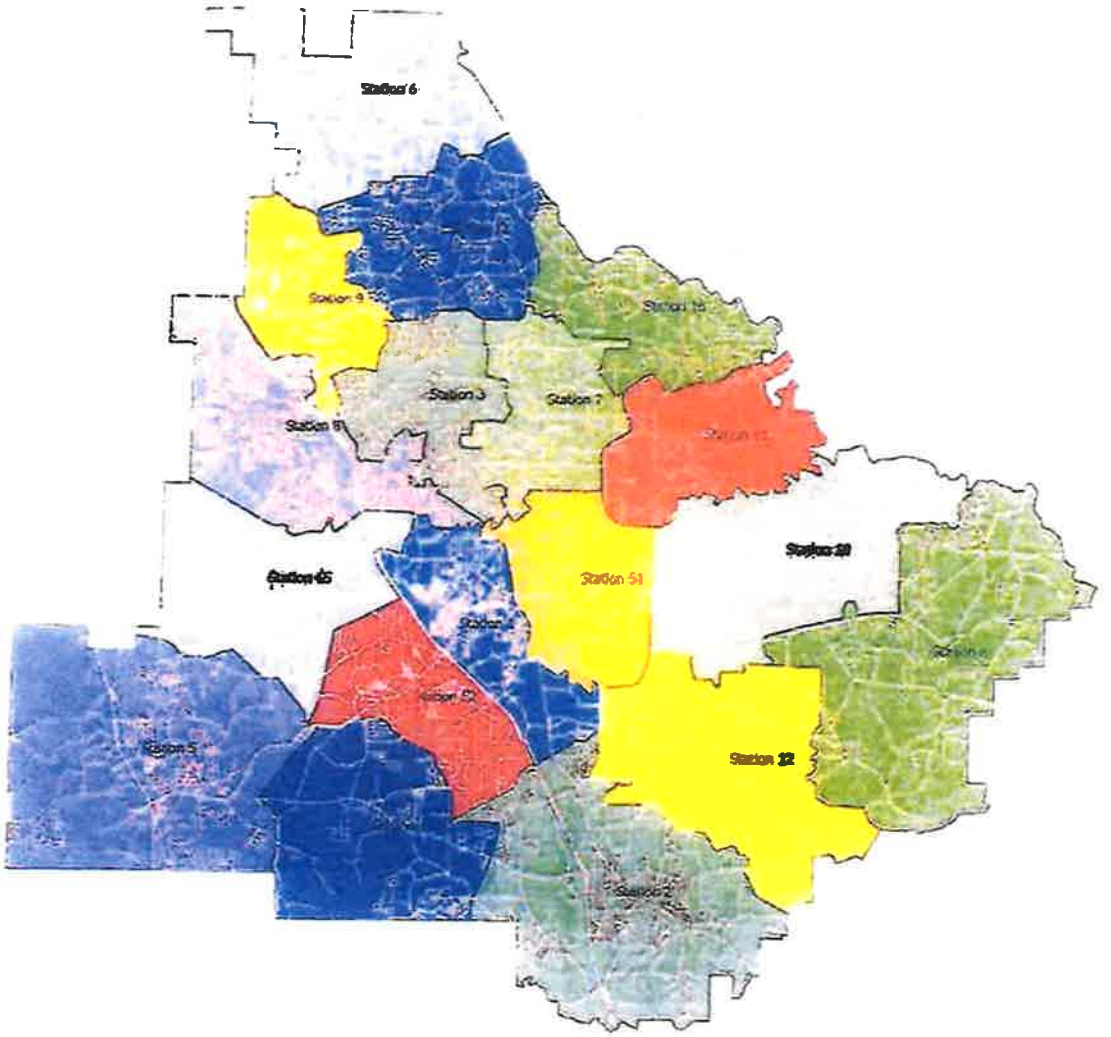


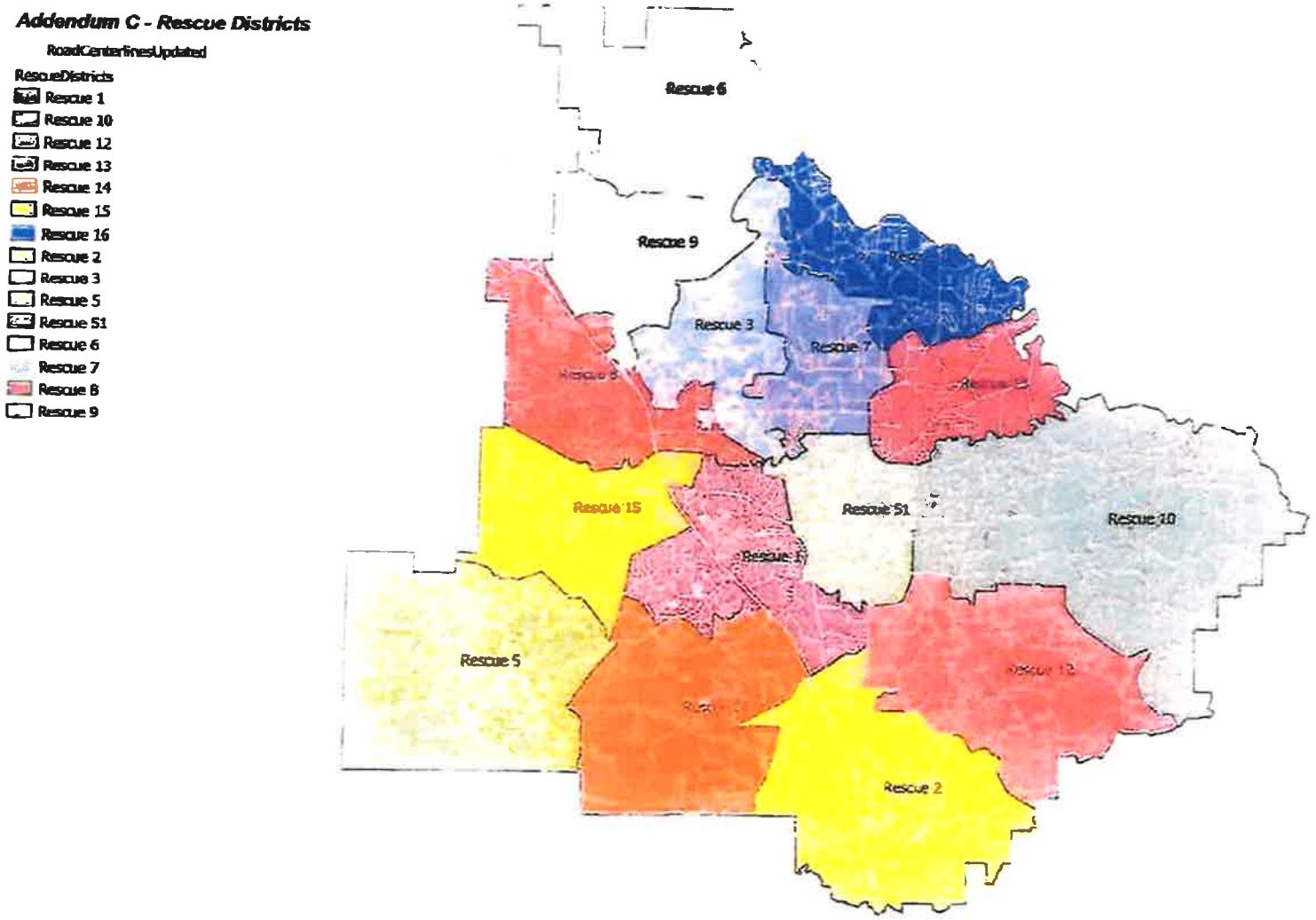
Addendum C - Fire Districts

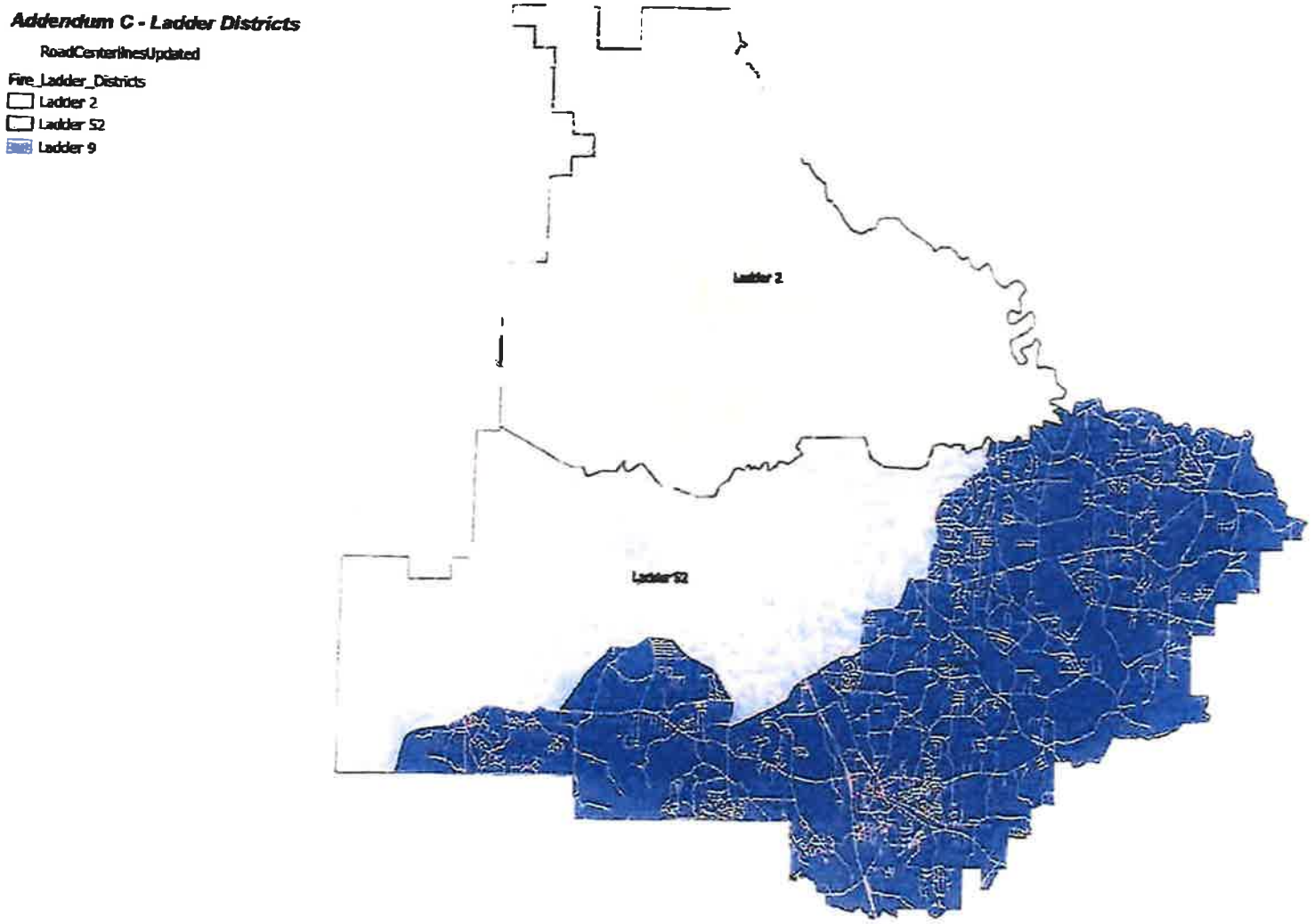
RoadCenterlinesUpdated

FireDistricts [18]

- Station 1 [1]
- Station 10 [1]
- Station 11 [1]
- Station 12 [1]
- Station 13 [1]
- Station 14 [1]
- Station 15 [1]
- Station 16 [1]
- Station 2 [1]
- Station 3 [1]
- Station 4 [1]
- Station 5 [1]
- Station 51 [1]
- Station 52 [1]
- Station 6 [1]
- Station 7 [1]
- Station 8 [1]
- Station 9 [1]




Addendum C - Rescue Districts
RoadCenterlinesUpdated
RescueDistricts
Rescue 1
Rescue 10
Rescue 12
Rescue 13
Rescue 14
Rescue 15
Rescue 16
Rescue 2
Rescue 3
Rescue 5
Rescue 51
Rescue 6
Rescue 7
Rescue 8
Rescue 9
Rescue 6
Rescue 9
Rescue 3
Rescue 7
Rescue 15
Rescue 51
Rescue 10
Rescue 5
Rescue 2


Addendum C - Ladder Districts
RoadCenterlinesUpdated
Fire_Ladder_Districts
Ladder 2
Ladder 52
Ladder 9
Ladder 2
Ladder 52

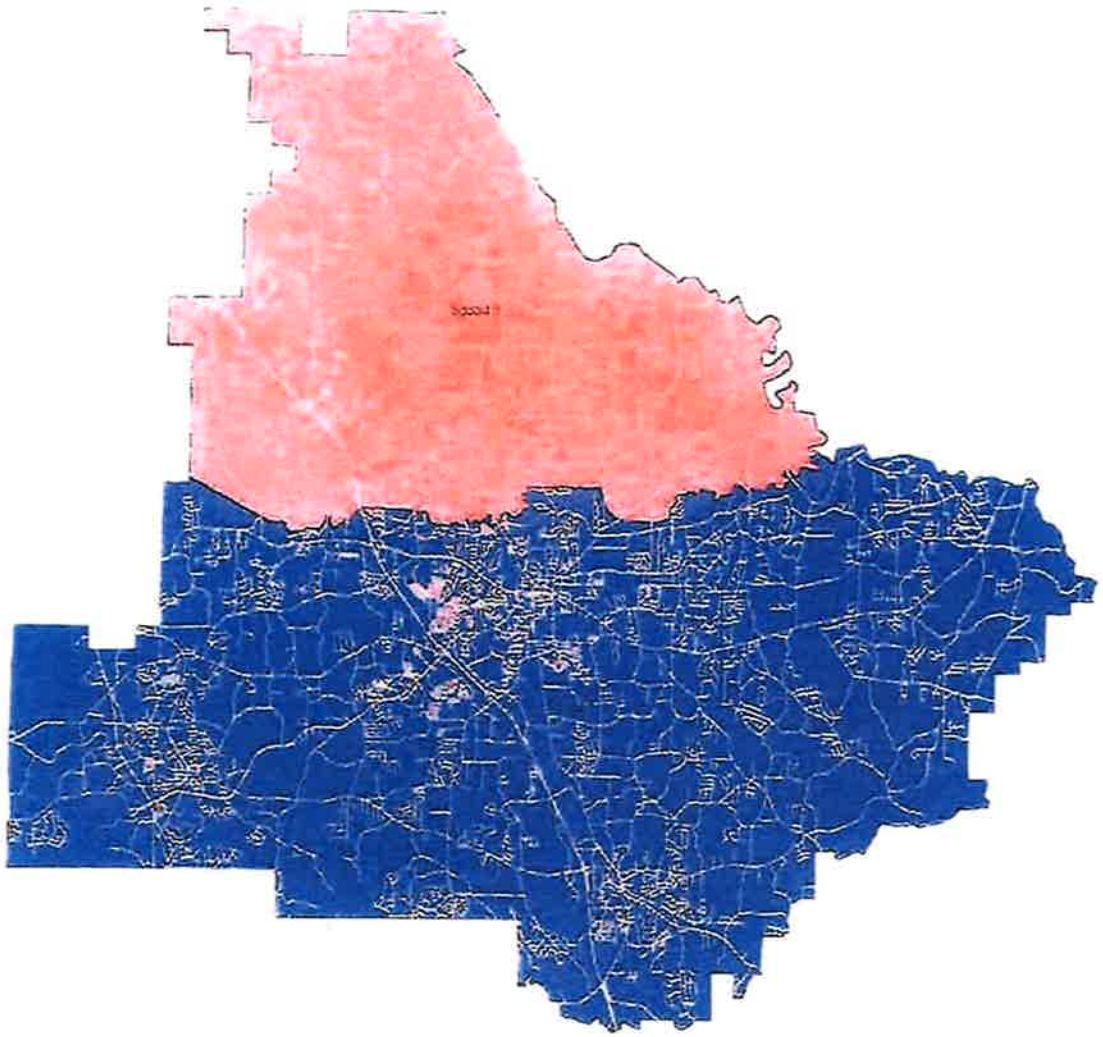
Addendum C - Squad Districts

RoadCenterlinesUpdated

Fire_Squad_Districts

Squad 1

Squad 3



Addendum C – Chief Officer Applicable Calls

- See attachments

Addendum C

Call Type	Call Status	Response Plan
Accident w/ Entrapment		1E+1R+1QRV+1SQ+1BC+1SC
Accident w/ Entrapment Delta	In Progress	1E+1R+1QRV+1SQ+1BC+1SC
Accident w/ Injuries		1R+1E+1BC
Accident w/ Injuries Delta	In Progress	1R+1E+1BC
Active Shooter		3E+1QRV+4R+1L+1SQ+1BC+1SC
Allergies Delta	In Progress	1R+1QRV+1BC
Allergies Echo	In Progress	1R+1QRV+1BC
Animal Bites Delta	In Progress	1R+1QRV+1BC
Apartment Fire	Non Working	2E+1SQ+1BC
Apartment Fire	Working	4E+2R+1L+1SQ+1BC+1SC
Assault Delta	In Progress	1R+1QRV+1BC
Bomb Call / Threat		1E+1BC
Breathing Echo	In Progress	1R+1QRV+1BC
Building Collapse Delta		3E+1R+1L+2SQ+1BC+1SC
Burns Charlie	In Progress	1R+1QRV+1BC
Burns Delta	In Progress	1R+1QRV+1BC
Burns Echo	In Progress	1R+1QRV+1BC
Bus Fire		2E+1R+1SQ+1L+1TANKER+1BC+1SC
Bus Fire on the Interstate		2E+1R+1SQ+1L+1TANKER+1BC+1SC
Carbon Delta	In Progress	1R+1QRV+1BC
Carbon Monoxide		1E+1BC
Cardiac Delta	In Progress	1R+1QRV+1BC
Cardiac Echo	In Progress	1R+1QRV+1BC
Cardiac or Respiratory Arrest		1R+1E+1BC
Choking Echo	In Progress	1R+1QRV+1BC
Commercial Fire	Non Working	2E+1SQ+1BC
Commercial Fire	Working	4E+2R+1L+1SQ+1BC+1SC
Dead		1R+1E+1BC
Drowning / Near Drowning		1E+1R+2SQ+1Dive Truck+1BC+1SC
Drowning Bravo	In Progress	1R+1E+1BC
Drowning Charlie	In Progress	1R+1E+1BC
Drowning Delta	In Progress	1R+1E+1BC
Drowning Echo	In Progress	1R+1E+1BC
Electrocution Delta	In Progress	1R+1QRV+1BC
Electrocution Echo	In Progress	1R+1QRV+1BC
Falls Delta	In Progress	1R+1QRV+1BC
Gas Leak Inside		1E+1SQ+1BC
Gas Leak Outside		1E+1BC
Gas Spill	Working	1E+1SQ+1BC

Call Type	Call Status	Response Plan
Hazmat Response	In Progress	1E+1R+2SQ+1BC+1SC+E1+E3+1L+1HMT
Hazmat Response		1E+2R+2SQ+1BC+1SC+E1+E3+1L+1HMT
House Fire	Non Working	2E+1SQ+1BC
House Fire	Working	3E+2R+1L+1SQ+1BC+1SC
Machinery Fire		1E+1BC
Mutual Aid		1QRV+1BC+1SC
Outbuilding Fire	Non Working	1E+1SQ+1BC
Outbuilding Fire	Working	2E+1SQ+1L+BC
Overdose Delta	In Progress	1R+1QRV+1BC
Person Trapped		1R+1E+1SQ+1BC
Person Trapped Bravo	In Progress	1R+1E+1SQ+1BC
Person Trapped Delta	In Progress	1E+1R+2SQ+1TR+1BC+1SC
Plane Crash		2E+2R+1SQ+1L+BC+1SC
Plane Fire		3E+2R+1L+1SQ+1BC+1SC
Stab/Gunshot Delta	In Progress	1R+1QRV+1BC
Suicide Attempt Bravo	In Progress	1R+1QRV+1BC
Suicide Attempt Delta	In Progress	1R+1QRV+1BC
Suspicious Package		1E+1BC
Tractor Trailer Fire		2E+1R+1SQ+1L+BC+1SC
Tractor Trailer Fire Interstate		2E+1R+1SQ+1L+1TANKER+1BC+1SC
Train Accident		2E+1R+1SQ+1L+BC+1SC
Train Derailment		2E+1R+1SQ+1L+BC+1SC
Train on Fire		2E+1R+1SQ+1L+BC+1SC
Traumatic Injuries Delta	In Progress	1R+1QRV+1BC
Tree on a House		1R+1E+1BC
Trench Entrapment		1E+1R+2SQ+1BC+1SC+E1+E3+1L+1HMT
Trench Entrapment	In Progress	1E+1R+2SQ+1BC+1SC+E1+E3+1L+1HMT
Trouble Unknown EMS		1R+1QRV+1BC
Unconscious Delta	In Progress	1R+1QRV+1BC
Unconscious Echo	In Progress	1R+1QRV+1BC
Unknown Fire		1E+1BC
Unknown Problem Delta	In Progress	1R+1QRV+1BC
Vehicle vs Bldg w/ Injuries		1E+1SQ+1BC
Vehicle vs Bldg w/ Injuries	In Progress	1R+1E+1SQ+1BC
Vehicle vs Building		1E+1BC
Water Rescue		1E+1R+2SQ+1Dive Truck+1BC+1SC
Water Rescue	In Progress	1E+1R+2SQ+1Dive Truck+1BC+1SC

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY | **Service: *GIS AND MAPPING SERVICES***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a single special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District as described under Paragraph 6 of this Form.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Hampton and McDonough now provide the service within their incorporated boundaries. Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	**Service:*ENVIRONMENTAL HEALTH AND HEALTH DEPARTMENT***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Countywide Revenues; SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Added SPLOST as a funding source.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY | **Service:*HOUSING AUTHORITY***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton and McDonough are presently providing the service through their respective Housing Authorities. All cities have the right to establish a housing authority within their respective jurisdiction.**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Hampton	Fees, Assessments, Municipal General Fund, Grants, SPLOST
McDonough	Fees, Assessments, Municipal General Fund, Grants, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Grants and SPLOST will be used for funding in addition to fees, assessments, and the municipal general fund.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
MCDONOUGH CITY MANAGER: (770) 957-3915

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	**Service:*LIBRARY SERVICE***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County Library System**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund, SPLOST, Fees, Grants, Donations

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Funding Mechanism was clarified.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*PARK CONSTRUCTION AND MAINTENANCE***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County provides this service for county operated parks in accordance with this agreement. Hampton, Locust Grove, McDonough and Stockbridge may operate and manage their own parks.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund, Grants, Donations, SPLOST, User and Impact Fees per Box 6 of this form.
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund
Hampton	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

All governments modified the funding method to include grants, donations, SPLOST, user and impact fees as sources of funding.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

By ordinance or resolution, 50% of impact fees levied for parks and recreation shall be remitted to the County to assist with capital improvements on county operated parks located within each city remitting such fees. In general the operation, control and maintenance of the parks identified in Exhibit "A" attached hereto is the responsibilty of the County. Where a particular City's regulations differ from the County regarding use of the parks for events, that City, however, reserves the right to approve and condition events, including but not limited to, the nature, hours, and sale of food and beverages associated with such events to be held in the parks within their respective jurisdictions as identified in Exhibit "A," attached hereto.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Exhibit A

Parks in Cities
Operated by Henry County

Locust Grove

Warren Holder Park (Baseball/Football/Tennis)
Tanger Park (Softball)
(Property owned by City; Parks Operated by County)

Stockbridge

Cochran Park
(Property owned by County; Park operated by County)

Exhibit A

Parks in Cities
Operated by Henry County

Locust Grove

Warren Holder Park (Baseball/Football /Tennis)
Tanger Park (Softball)

~~Stockbridge~~

~~Clark Park~~
~~Gardner Park~~
~~Memorial Park~~
~~Unity Monument Park~~

Exhibit A

City of McDonough (Parks)

Alexander Park (County is responsible for maintenance of everything inside the Red Lines)

2

Richard Craig Park ((County is responsible for maintenance of everything inside the Red Lines)

Avalon Park (County is responsible for maintenance of everything inside the Red Lines)

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	**Service:*PLANNING AND ZONING***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge will provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (If "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District, as described under Paragraph 6 of this form.
Hampton	Fees, Assessments, Municipal General Fund
Locust Grove	Fees, Assessments, Municipal General Fund
McDonough	Fees, Assessments, Municipal General Fund
Stockbridge	Fees, Assessments, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district. All cities provide their own service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:HENRY COUNTY | **Service:*POLICE***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Henry County will provide this within a single Special Service District consisting of the unincorporated areas of Henry County, Georgia and the municipal boundaries of the City of Stockbridge, Georgia. The Cities of Hampton, Locust Grove, and McDonough provide this service within their respective incorporated areas.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District With Stockbridge, per Paragraph 6 of this form.
Hampton	Fees, Grants, General Funds, SPLOST
Locust Grove	Fees, Grants, General Funds, SPLOST
McDonough	Fees, Grants, General Funds, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

By entering into this SDS agreement, the County and Cities of Hampton, Locust Grove, and McDonough hereby agree to provide mutual aid to each other pursuant to and with all rights, responsibilities and privileges afforded under "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, no party hereto shall seek or require any compensation whatsoever from any other party which provides mutual aid. The City of Stockbridge, likewise, consents to and agrees that the other Cities of Henry County may provide mutual aid within its corporate boundaries in accordance with "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, Stockbridge shall not seek nor require any compensation whatsoever from any such city which provides mutual aid.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Mutual aid (see box 4 above)	Henry County, Hampton, Locust Grove, McDonough,	Term of ten years from the effective date of the Agreement.
Intergovernmental Agreement to Provide Police Services With a Service District	Henry County, Stockbridge	See Attached IGA.

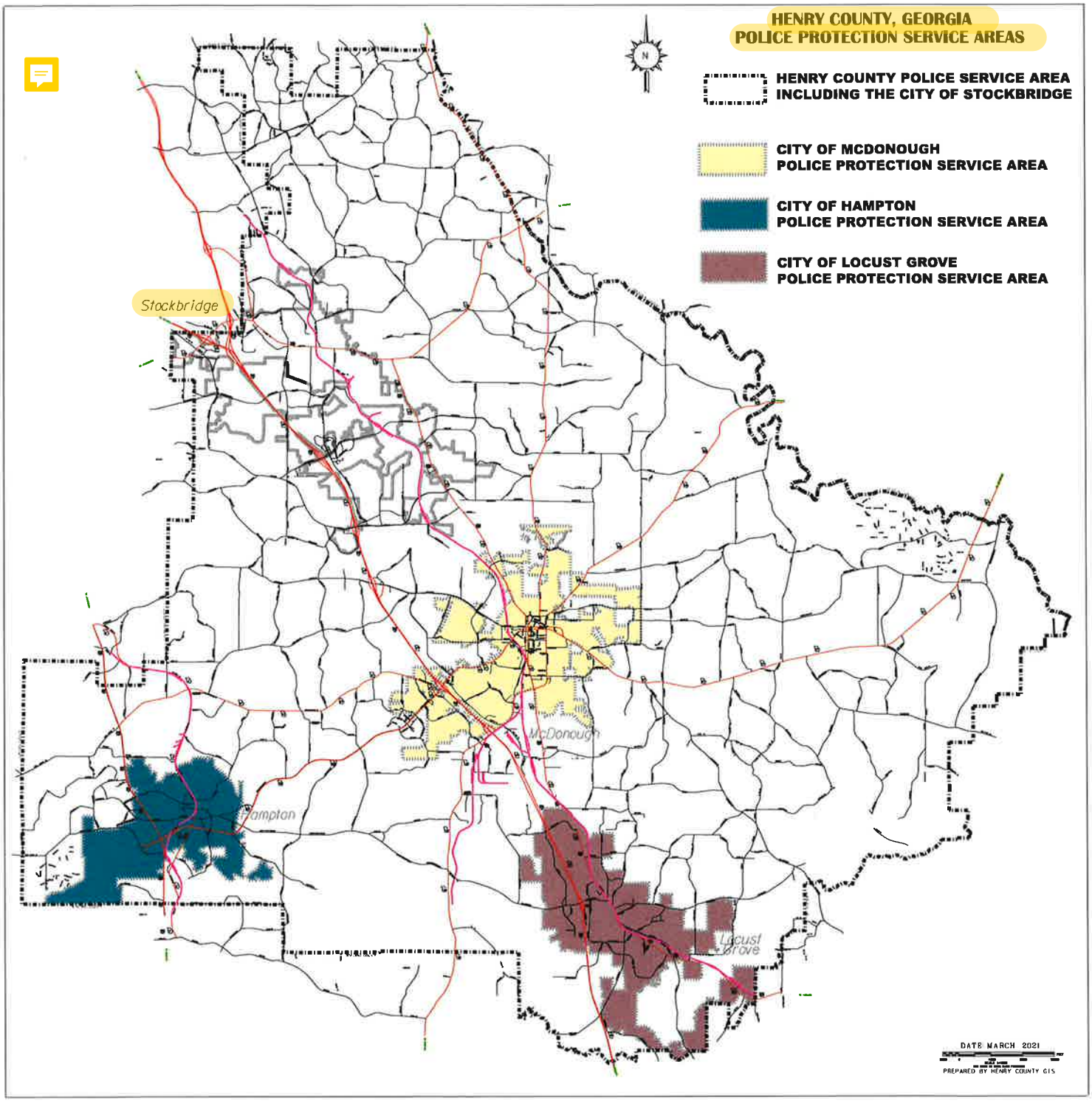
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County and the incorporated area of Stockbridge with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900


HENRY COUNTY, GEORGIA
POLICE PROTECTION SERVICE AREAS
HENRY COUNTY POLICE SERVICE AREA
INCLUDING THE CITY OF STOCKBRIDGE
CITY OF MCDONOUGH
POLICE PROTECTION SERVICE AREA
CITY OF HAMPTON
POLICE PROTECTION SERVICE AREA
CITY OF LOCUST GROVE
POLICE PROTECTION SERVICE AREA
Stockbridge
McDonough
Hampton
Locust Grove
N
DATE MARCH 2021
PREPARED BY HENRY COUNTY GIS

STATE OF GEORGIA

COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES WITHIN A POLICE SERVICE DISTRICT

THIS AGREEMENT is made and entered into this 31st day of December, 2020 by and between **HENRY COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY");the **CITY OF STOCKBRIDGE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "STOCKBRIDGE")

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(2) provides that any county, municipality, or any combination thereof may provide police services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and City herein named have created a Police Service District by joint resolution, which shall have an effective date of December 31 2020 and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement which shall define the police services to be provided by the County within this Police Service District; and

WHEREAS, the County and City have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the City do agree and consent to the following:

ARTICLE I

PURPOSE, TERM AND RENEWAL

1. The purpose of this Agreement is to define the nature and scope of police services to be provided by the County within the Police Service District and to provide for the manner of payment for such services.

2. The Police Service District shall consist of the entire unincorporated area of the County and the incorporated area of Stockbridge located within Henry County.

3. The term of this Agreement shall commence on December 31, 2020 and continue for a period of ten (10) years.

4. After the original term of this Agreement, said Agreement shall automatically renew for three (3) years unless prior to the expiration of the original term or any extension thereof, written notice is given by one party to this Agreement to the other parties thereto at least one hundred twenty (120) days prior to the expiration of the original term or any extension thereof.

ARTICLE II

POLICE SERVICES PROVIDED WITHIN POLICE SERVICE DISTRICT

5. The County shall uniformly provide police services at a uniform and nondiscriminatory level of service throughout the Police Service District.

6. The County reserves the right to modify its services based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity; but any such modification shall affect the Police District in a uniform nondiscriminatory manner.

7. The County shall provide to the residents and businesses of Stockbridge the same police services it provides to the residents and businesses of the unincorporated area of Henry County.

8. The City may elect to opt into or out of the Police Service District during the continuation of the Police Service District upon giving notice in writing to the County of such election. To exercise such option, a City shall adopt a resolution which requests that the County discontinue or commence the provision of police services within the City. To allow for planning and budgeting, as well as adequate transition time, such approved resolution must be delivered to the County at least twelve months prior to the City's exit from of the Police Service District. Any such election shall not affect the continuing existence of the Police Service District.

9. The Police Service District costs shall include the costs associated with the Henry County's provision of the services outlined in Section 5 above.

10. The County shall levy a uniform millage rate within the Police Service District and assess all properties in a uniform manner within the Police Service District.

11. In partial consideration for this Agreement, the City will provide to the County the building located at 4545 North Henry Blvd., Stockbridge, Georgia as the location for the County's

police precinct an annual rental rate of $1.00 for the duration of this Agreement. The County will maintain the precinct in this location for the duration of this Agreement.

12. Police Services within the Police Service District including the construction and maintenance of facilities and the acquisition and maintenance of equipment shall be funded through unincorporated area revenues generated by insurance premium taxes, occupation taxes, business license fees, alcohol beverage excise taxes and license fees, franchise fees, and fines, forfeitures, and fees of the State Court and Clerk's office, other related feed and revenue, assessments, and property taxes collected solely within the Police District.

13. The County shall establish a Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police Service District Fund.

ARTICLE III

AUDITS

14. The Police Service District shall be reviewed each year by the County's independent, external auditors to ensure that revenues are receipted and expenditures recorded in accordance with the Service Delivery Strategy Agreement agreed upon by the parties. Said auditors shall provide annually a certified statement to all parties as to whether the County and all affected Cities are financially in compliance with this Agreement. If the County or the affected Cities are not in compliance, said auditors shall specify annually the areas of non-compliance and recommend steps needed to achieve compliance. The results of the external auditor's review completed pursuant to this Paragraph shall be distributed annually to the County and the City within one hundred eighty (180) days of the close of the County's fiscal year. The cost of the external auditor's review shall be allocated to the Police Service District. The County shall allow

the City at its expense to contract with an independent, external auditor to perform its own audit of the County's books to verify compliance with the Service Delivery Strategy Agreement.

ARTICLE IV

DEFAULT AND DISPUTE RESOLUTION

15. If an event of default occurs, the non-defaulting party shall notify the other in writing, specify the basis for the default, and advise the other that the default must be within a thirty (30) day period. The non-defaulting party may grant additional time to cure the default, as it deems appropriate, without waiver of any of its rights, so long as the defaulting party has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period prescribed or agreed upon. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

ARTICLE V

AMENDMENTS

16. This Agreement may be modified at any time by mutual written consent of the County the City, as approved by the parties' governing authorities.

ARTICLE VI

ASSIGNABILITY

17. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

ARTICLE VII

ENTIRE AGREEMENT, SEVERABILITY

18. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

19. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

20. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Parties' Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

ARTICLE VIII

NOTICES

21. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Stockbridge:

City Manager
City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

b. If to Henry County:

County Administrator
Henry County
140 Henry Parkway
McDonough, GA 30253

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

THE CITY OF STOCKBRIDGE

BY: Vanessa Holiday, Clerk

BY: Anthony S. Ford, Mayor (SEAL)

DATE: 12/31/2020

APPROVED AS TO FORM:

BY: Michael Williams, City Attorney

ATTEST:

BY: _____
Stephanie Braun, Clerk

HENRY COUNTY, GEORGIA

BY: _____ (SEAL)
June Wood, Chair

DATE: 12/31/20

APPROVED AS TO FORM:

BY: _____
Patrick Jaugstetter, County Attorney

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

Service:*PURCHASE OF FLEET VEHICLES, EQUIPMENT, PETROLEUM, AND SUPPLIES, ETC.*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough and Stockbridge**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	Service:*ROAD/STREET CONSTRUCTION, IMPROVEMENTS AND MAINTENCE AND TRANSPORTATION PLANNING*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within the unincorporated area in accordance with an Intergovernmental Agreement referenced herein. In accordance with the Intergovernmental Agreement referenced herein, Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas, as those municipal boundaries may change during the term of the agreement.**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Revenues stated in IGA, as described under Paragraph 5
Hampton	Revenues stated in IGA, as described under Paragraph 5
Locust Grove	Revenues stated in IGA, as described under Paragraph 5
McDonough	Revenues stated in IGA, as described under Paragraph 5
Stockbridge	Revenues stated in IGA, as described under Paragraph 5

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Updated Intergovernmental Agreement, which calls for the formation of an unincorporated area special service district to fund the Maintenance and Capital Improvements for County Roads.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Intergovernmental Agreement	Henry County, Hampton, Locust Grove, McDonough,	Term of ten years from the
for the Funding of	and Stockbridge	effective date of the
Roads and Streets		Agreement.

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING OF ROADS AND STREETS

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 31 day of December 2020, by and among the City of Hampton ("Hampton"), the City of Locust Grove ("Locust Grove"), the City of McDonough ("McDonough"), and the City of Stockbridge ("Stockbridge"), which are municipal subdivisions acting by and through their Mayors and Councils (hereinafter "Cities"), and Henry County (the "County"), a political subdivision acting by and through its Board of Commissioners. The Cities and the County shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the Parties shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide." (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

WHEREAS, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the Parties—by duly approving this Agreement and spreading same upon the minutes of each respective entity—do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the maintenance and operation of roads and streets be provided and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I—DEFINITIONS

The following terms shall be defined as follows, including:

A. "County roads" are those public roads and bridges within Henry County, excluding the State Highway System, as defined under O.C.G.A. § 32-4-1, and excluding Municipal Streets, as defined below, as of the effective date of this Agreement. Except as provided by O.C.G.A. § 36-36-7(c), the County agrees that it will not amend the Henry County General Highway Map or associated written records of county roads, as last amended in 2019, to change a County road to a Municipal street or a Municipal street to a County road, without the consent of the affected City.

B. "Municipal streets" are those public roads and bridges where both sides of the road are within the corporate limits of that municipality and which are not a County Road, as defined above, or a State Highway, as defined under O.C.G.A. § 32-4-1, as of the effective date of this Agreement.

C. "Maintenance" or "maintain" is defined as maintaining and repairing roads, streets, and bridges, including all appurtenances thereto, in sound, safe, functional and operational order for the public use (including, but not limited to, laying gravel, filling pot holes, resurfacing, repairing existing signals and signage) as well as all costs incurred in performing maintenance including, but not limited to, the administrative costs associated therewith, but exclusive of capital improvements. This term also includes paying for the servicing, synchronizing, and electrical costs associated with traffic signals on the designated streets, provided the signal is located at either terminus or between the termini of the designated streets.

D. "Capital Improvements" are defined as new road or bridge construction, new signalization, and paving of existing dirt/gravel roads, together with the administrative costs associated thereof.

ARTICLE II—PROVISION AND FUNDING

A. The County shall be responsible for the Maintenance and Capital Improvements to County Roads. In 2021, Maintenance and Capital Improvements for County Roads shall be funded with the County's share of transportation special purpose local option sales tax ("T-SPLOST") revenues, special purpose local option sales tax ("SPLOST") revenues, state and federal revenues, donations, grant funds, or ad valorem taxes. Beginning in 2022, the County shall fund Maintenance and Capital Improvements for County Roads through a transportation or roadways special service district consisting of the unincorporated area of Henry County. By July 1, 2021, the County shall adopt a resolution or ordinance creating said unincorporated area special service district with funding derived from the County's

share of revenues from T-SPLOST, SPLOST, state and federal funds, grant funds, donations and revenues derived from property taxes, insurance premium taxes, assessments, or user fees levied in and collected from the special service district.

B. Each City shall be responsible for the Maintenance and Capital Improvements to its respective Municipal Streets. Each City shall fund the Maintenance of and Capital Improvements to streets or roads within each City's municipal boundaries with its respective share of revenues from T-SPLOST, SPLOST, state and federal funds, grant funds, donations, ad valorem taxes, establishment of a special service district, or its respective Distribution (discussed below) or general fund.

C. In order to resolve a taxation inequity before the implementation of the special service district contemplated above and in exchange for the Cities' assistance with maintaining County Roads within the Cities, the County agrees to make an annual payment in 2021 to each City in accordance with the table that follows (such payment is referred to as a "Distribution"). The County's Distribution to the Cities shall come from only one or a combination of the following revenue sources: (1) county-wide levied ad valorem taxes, (2) grants, state or federal funds, (3) donations, (4) County's share of T-SPLOST or SPLOST.

The Distribution to each City in 2021 is calculated below. Distributions are based on multiplying each jurisdiction's percentage of road mileage last reported to the State Department of Transportation for LMIG funding (shown below) to $5,131,044:

	Road Miles	% of Road Miles	Distribution
Unincorporated HC	1249	80.99	$4,155,632.54
Hampton	41	2.66	$136,485.77
Locust Grove	51.4	3.33	$170,863.77
McDonough	99.6	6.46	$331,465.44
Stockbridge	101.2	6.56	$331,465.47
Total for All	1,542.2	100.00	$5,131,044.00

No later than June 30, 2021, the County shall pay to each City its Distribution as stated in the table above. Each City may use its Distribution for Maintenance of or Capital Improvements to streets or roads as it deems necessary and appropriate.

D. ~~The County agrees to authorize the County Department of Transportation to provide technical and engineering assistance to Cities without charge.~~ The County and Cities agree

to use their best efforts to coordinate road Maintenance and Capital Improvement projects as they may impact County Roads that run into or through the City to maximize the use of taxpayers' dollars. To that end, the Parties agree to have their respective Directors of Public Works meet annually with the first meeting being held between the first day of January and the first day of March to discuss road and street maintenance and capital improvements for the calendar year with the purpose and intent to coordinate efforts and look for cost savings measures among the Parties.

E. Planned/Future T-SPLOST. The Cities and the County agree to work together on a potential Transportation Special Purpose Local Option Sales Tax (T-SPLOST) to secure the full amount of funding as provided in O.C.G.A § 48-8-260 et. seq.

ARTICLE III—DURATION OF AGREEMENT

A. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement is due for review.

B In the event this Agreement expires or is terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following mediation, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration or termination of this Agreement.

ARTICLE IV—MISCELLANEOUS

A. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the Service Delivery Strategy for Greene County, which shall remain in full force and effect.

B. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.

C. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.

D. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.

E. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.

F. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE V—EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

HENRY COUNTY

Signature: June Wood

Print: June Wood
Title: Chairman

Attest:
Signature:

Print: Stephanie Braun
Title: County Clerk

CITY OF HAMPTON

Signature: E. Hutt

Print: Mayor
Title: Mayor

Attest:

Signature: Melissa Brooks

Print: Melissa Brooks
Title: City Clerk

CITY OF LOCUST GROVE

Signature:

Print: Robert PRICE
Title: Mayor

Attest:

Signature:

Print: Misty Spurling
Title: City Clerk

CITY OF MCDONOUGH

Signature:

Print: Billy Copeland
Title: Mayor

Attest:

Signature:

Print: JANIS Price
Title: City Clerk

CITY OF STOCKBRIDGE

Signature:

Print: ANTHONY S. FORD
Title: Mayor

Attest:

Signature:

Print: Vanessa Holiday
Title: City Clerk

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY | **Service:*SENIOR CITIZENS CENTERS***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	**Service:*SOIL EROSION CONTROL AND INSPECTIONS***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district as described herein, consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge will provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District, as described under Paragraph 6 of this form.
Hampton	Fees, Municipal General Fund
Locust Grove	Fees, Municipal General Fund
McDonough	Fees, Municipal General Fund
Stockbridge	Fees, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district. All cities will now provide their own service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, City Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

Service:*SOLID WASTE GARBAGE COLLECTION & YARD WASTE COLLECTION, RESIDENTIAL RECYLING*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a single special service district consisting of the unicorporated areas of Henry County as shown in the attached map. Hampton, Locust Grove, McDonough and Stockbridge provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Fees, Sales, Special Serice District, as described under Paragraph 6 of this form
Hampton	Fees, Sales, Municipal General Funds
Locust Grove	Fees, Sales, Municipal General Funds
McDonough	Fees, Sales, Municipal General Funds
Stockbridge	Fees, Sales, Municipal General Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, Countty Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:HENRY COUNTY	Service:*STORMWATER MANAGEMENT*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Special Service District, as described under Paragraph 6 of this form.
Hampton	Fees, Enterprise Funds, Municipal General Fund
Locust Grove	Fees, Enterprise Funds, Municipal General Fund
McDonough	Fees, Enterprise Funds, Municipal General Fund
Stockbridge	Fees, Enterprise Funds, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:HENRY COUNTY	Service: *TRANSIT - SENIOR TRANSIT SERVICES*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund; Grants; SPLOST, TSPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Grants, SPLOST and TSPLOST added as funding sources

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:HENRY COUNTY	**Service:*VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIRS***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (If "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:HENRY COUNTY	**Service:*WATER AND SEWERAGE SERVICES***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County Water Authority, Hampton, Locust Grove, McDonough, Stockbridge**

e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒ ***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County Water Authority	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Authority GF
Hampton	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Muncipal GF
Locust Grove	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Muncipal GF
McDonough	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Muncipal GF
Stockbridge	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Muncipal GF

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Henry County Water Authority and City of McDonough are working to finalize a new IGA on water and sewer services and when finalized will provide a copy of same to the parties and DCA.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Comprehensive Plan	Henry County Water Authority and a separate	As provided per each
Agreement pertaining to Water	agreement for the Cities of Stockbridge, Hampton, and	agreement
and Sewer Services	Locust Grove.	
	Henry County Water Authority and City of McDonough	TBD

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Each City purchases water from the Henry County Water Authority, which is not a required signatory to this SDS Agreement.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900
HENRY COUNTY WATER AUTHORITY GENERAL MANAGER: (770)957-6659

Randy Courtesy

COPY

COMPREHENSIVE PLAN AGREEMENT PERTAINING TO WATER AND SEWER SERVICE

The City of Stockbridge (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.

2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.

3. As and when requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be

serviced in due course by the Authority.

4. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.

B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided. (See Exhibit "A" attached).

C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereafter provided, the Authority will continue to serve those customers until the customer has been transferred as hereinafter provided. (See Exhibit "A" attached).

D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.

E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.

F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.

G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer

line provided that the City is not providing sewer services to the drainage area.

H. As to areas in the City Limits, as they exist on the date of this Agreement or as they may be modified subsequent hereto, the following additional requirements will apply to said property:

1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.

2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line with sufficient water capacity to serve the development as determined by the Authority, then the Authority will continue to serve the water to the development until the property is served by City sewer. Upon the City providing sewer service to the development, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.

3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.

4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing

water as described in paragraph 4.H.2. above shall apply to the property annexed.

5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.

I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers unless required by state or federal mandate. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.

L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.

M. The City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).

5. Exchange of Service Areas.

A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate

cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system.

B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to time by the Authority.

Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system.

6. As to wastewater treatment facilities:

A. The Authority presently provides wastewater treatment facilities to a portion of the City through the Walnut Creek Wastewater Treatment Facility ("AWTF"); and

B. The City provides sewer services to the City and portion of Henry County through its Brushy Creek Wastewater Treatment Facility ("CBTF").

1. All wastewater customers that gravity flow into the Authority's AWTF, whether located inside or outside the incorporated area of the City, shall be served by the Authority.

2. All wastewater customers that gravity flow into the City's CBTF plants, whether located inside or outside the incorporated area of the City, shall be served by the City at said plants provided that CBTF has treatment capacity to serve customers located in the unincorporated areas of Henry County.

3. If a customer is located within the incorporated area of the City and cannot be served by the Authority through a gravity flow system, then the customer may be served through a pumping station(s) to a City wastewater treatment plant.

7. Impact Fees.

A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.

B. Where the City is purchasing water through a master meter to serve a specific

customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.

C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.

D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") which is currently 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall be currently 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.

E. The entity that is providing the water service permits shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

8. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

9. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

10. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

11. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

12. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

13. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

14. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. The City will not attempt to influence these decisions for individual customers. Decisions regarding services to customers of the City will be made in accordance with the regulations and policies of the City without regard as to whether the customer is in the Authority's service area. The Authority will not attempt to influence these decisions for individual customers.

15. This Agreement may be amended between the Authority and the City of Stockbridge without the consent of the remaining cities.

16. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.

17. The City shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits and service area and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that effects the water quality of any existing or planned portable drinking water sources of the Authority. The Authority shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the Authority's service area and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that affects water quality of the existing or planned portable drinking water sources of the City.

18. The undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding, we see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 8th day of December, 2014.

Chairman
Henry County Water Authority

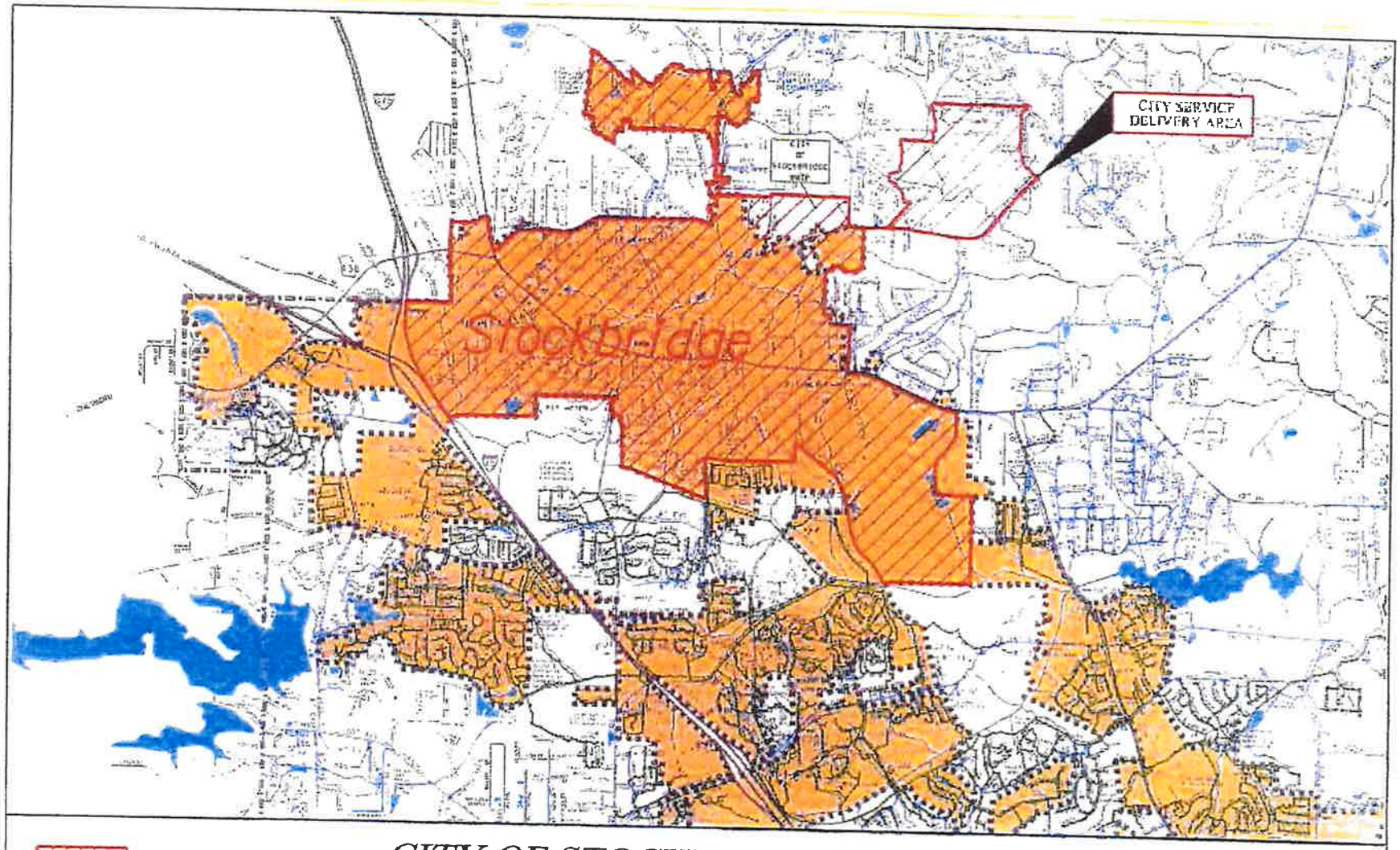
ATTEST: _____
Clerk

Authority Seal

Mayor
City of Stockbridge

ATTEST: _____
Clerk

City Seal



SERVICE AREA

CITY OF STOCKBRIDGE SEWER SERVICE AREA EXHIBIT

STOCKBRIDGE CITY LIMITS AND SERVICE AREA BOUNDARY

01" = 3000'

COMPREHENSIVE PLAN AGREEMENT PERTAINING TO WATER AND SEWER SERVICE

The City of Hampton (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.

2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.

3. As and when requested by the City, the Authority will provide engineering assistance, limited to those services which can be provided by the Authority's in-house engineering personnel, at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority.

EXHIBIT "D"
Page 1 of 8

4. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.

B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereinafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided.

C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereinafter provided, the Authority will continue to serve these customers until the customer has been transferred as hereinafter provided.

D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.

E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.

F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.

G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer line provided that the City is not servicing the drainage area with sewer services.

H. As to areas inside the City Limits, as they exist on the date of this Agreement or as they may be modified by annexation subsequent hereto, the following additional requirements will apply to said property:

1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.

2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line, with sufficient water capacity to serve the development, as determined by the Authority, then the Authority will continue to serve water to the property until the property is served by City sewer. Upon the City providing sewer service to the property, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.

3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line, with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.

4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing water as described in paragraph 4.H.2. above shall apply to the property annexed.

5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.

I. All present and future water and sewerage customers of the City that are located in "D"

the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.

L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.

M. Except for looping or tying in of existing City water lines, the City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).

5. Exchange of Service Areas.

A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system.

B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to

EXHIBIT 11 A 11
Page 4 of 8

time by the Authority.

Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system.

6. As to wastewater treatment:

A. The City presently owns and maintains a wastewater treatment facility located on Bear Creek, just west of Highway 1941; and

B. The Authority maintains a wastewater treatment facility located on Bear Creek, west of Highway 1941and just east of the Clayton County line.

7. Impact Fees.

A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.

B. Where the City is purchasing water through a master meter to serve a specific customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.

C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.

D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") which is currently 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall currently be 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.

E. The entity that is providing the water service shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

8. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

9. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

10. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

11. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

12. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

13. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

14. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. Neither the City nor the Authority will attempt to influence these decisions for individual customers.

15. This Agreement may be amended by the Authority and the City of Hampton without the consent of the remaining cities.

16. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.

17. The City shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that effects the water quality of any existing or planned portable drinking water sources of the Authority

18. The undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a

specific area under separate funding. We see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 25 day of MARCH, 2014.

Chairman
Henry County Water Authority

ATTEST: _____
Clerk

Authority Seal

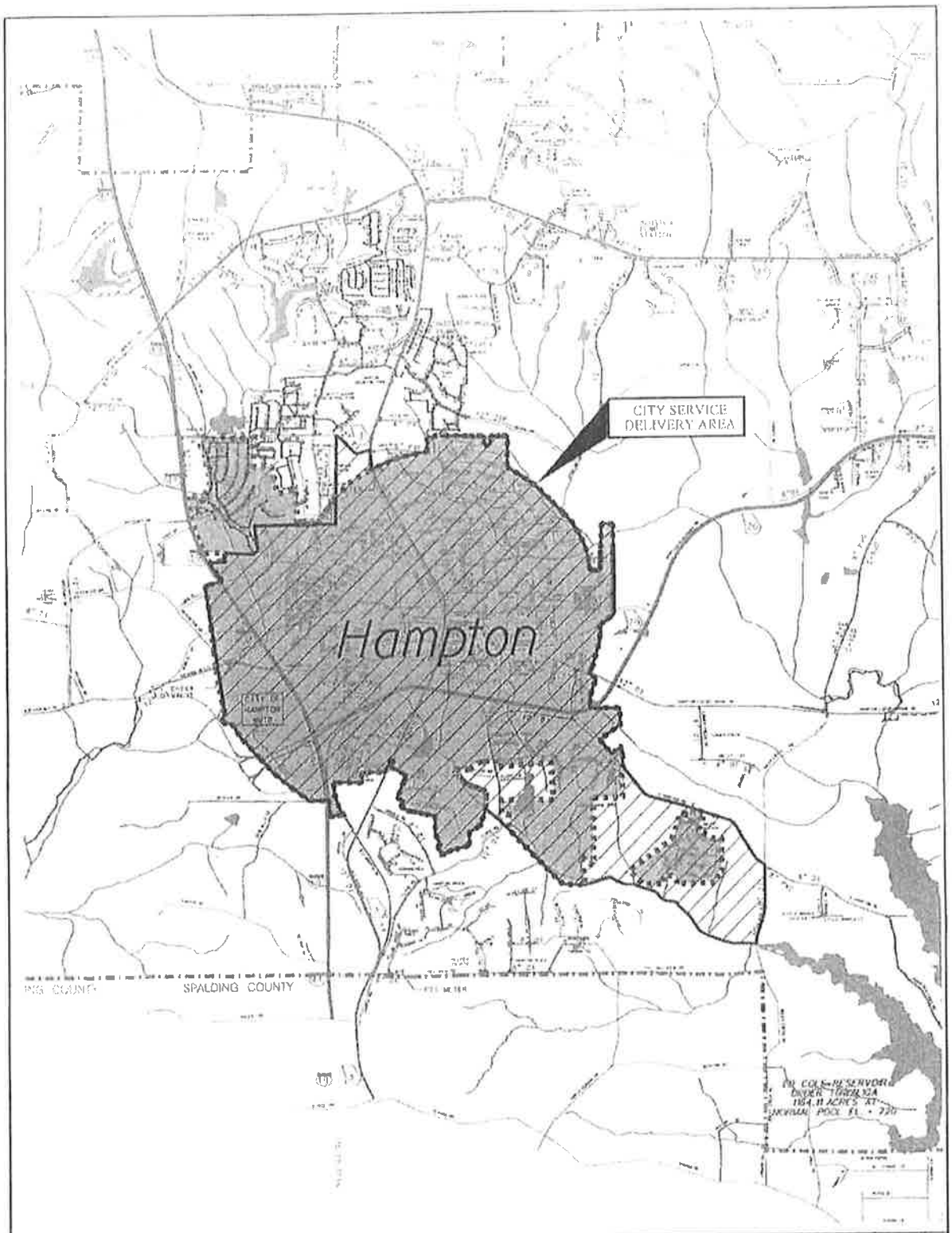
Mayor
City of Hampton

ATTEST: _____
Clerk

City Seal

(Doc: 01213013.DOC)

EXHIBIT "D"
Exhibit
Page 7 of 8



SERVICE AREA

HAMPTON SEWER SERVICE AREA EXHIBIT

CITY OF HAMPTON
CITY LIMITS
AND
SERVICE AREA
BOUNDARY

01" = 3000'

Exhibit "D"

Page 8 of 8

SERVICE AREA AMENDMENT TO COMPREHINSIVE PLAN AGREEMENT PERTAINING TO WATER AND SEWER SERVICES

This Amendment is made and entered into this 12th day of April, 2018 by and between the City of Locust Grove, Georgia (hereinafter the "City"), and the Henry County Water Authority (hereinafter the "Authority"). The City and the Authority shall be collectively referred to as the "Parties."

WHEREAS, the Parties have the power and authority to enter into this Amendment pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia; and

WHEREAS, the Parties entered into an agreement titled Comprehensive Plan Agreement Pertaining to Water and Sewer Services (hereinafter the "Agreement")(attached as Exhibit "A" and made a part hereof); and

WHEREAS, the Parties may amend the Agreement pursuant to Section 15 of the Agreement; and

WHEREAS, this Amendment clarifies the City Sewer Service Area Map Exhibit attached to the Agreement; and

WHEREAS, this Amendment is in furtherance of the intent and spirit of the "Service Delivery Act", which is intended to prevent unnecessary duplication of services and to create funding equity for the taxpayers in each local government agency; and

WHEREAS, the Mayor and Council of the City authorize the Mayor and Clerk to execute this Amendment; and

WHEREAS, the Board of Directors of the Authority authorize the Chairman and Clerk to execute this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and in compliance with the Agreement, the following Amendment is hereby accepted and agreed to by and between the City and the Authority:

1.

The properties owned by S K Naidu Living Trust and Gardner S H Jr, Ann H & Etal as described in the legal description attached as Exhibit "B" and the plat attached as Exhibit "C" (the "Property") shall be located within the City water and sewer service area.

2.

The City water and sewer services shall not extend north of the north line of the Property.

3.

This Amendment shall become effective 4-12-, 2018.

City of Locust Grove, Georgia

Mayor

Attest:
City Clerk

Henry County Water Authority

Chairman, Board of Directors

Attest:
Authority Clerk

Exhibit A

COMPREHENSIVE PLAN AGREEMENT PERTAINING TO WATER AND SEWER SERVICES

The City of Locust Grove (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.

2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.

3. As and when requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be

serviced in due course by the Authority.

4. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.

B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided.

C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereafter provided, the Authority will continue to serve those customers until the customer has been transferred as hereinafter provided.

D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.

E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.

F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.

G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer

line provided that the City is not providing sewer services to the drainage area.

H. As to areas inside the City Limits, as they exist on the date of this Agreement or as they may be modified subsequent hereto, the following additional requirements will apply to said property:

1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.

2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line, with sufficient water capacity to serve the development, as determined by the Authority, then the Authority will continue to serve the water to the development until the property is served by City sewer. Upon the City providing sewer service to the development, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.

3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line, with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.

4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing

water as described in paragraph 4.H.2. above shall apply to the property annexed.

5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.

I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.

L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.

M. The City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).

5. Exchange of Service Areas.

A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate

cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system.

B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to time by the Authority.

Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system.

6. As to wastewater treatment facilities:

A. The Authority presently has a wastewater treatment facility known as the Indian Creek Wastewater Treatment Facility located west side of I-75 and plans to develop and construct other wastewater treatment facilities in Southern Henry County (all hereinafter called "AWTF"); and

B. The City presently has wastewater treatment facilities at Indian Creek, east of I-75 (all hereinafter called "CWTF"):

1. All wastewater customers that gravity flow into the Authority's AWTF, whether located inside or outside the incorporated area of the City, shall be served by the Authority.

2. All wastewater customers that gravity flow into the City's CWTF plants, whether located inside or outside the incorporated area of the City, shall be served by the City at said plants.

3. If a customer is located within the incorporated area of the City and cannot be served by the Authority through a gravity flow system, then the customer may be served through a pumping station(s) to a City wastewater treatment plant.

7. Impact Fees.

A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.

B. Where the City is purchasing water through a master meter to serve a specific customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.

C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.

D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") which is currently 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall be currently 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.

E. The entity that is providing the water service shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

8. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

9. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

10. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

11. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

12. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

13. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

14. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. The City will not attempt to influence these decisions for individual customers.

15. This Agreement may be amended between the Authority and the City of Locust Grove without the consent of the remaining cities.

16. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.

17. The City shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that effects the water quality of any existing or planned portable drinking water sources of the Authority

18. The undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding. We see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 13th day of May, 2014.

Chairman
Henry County Water Authority

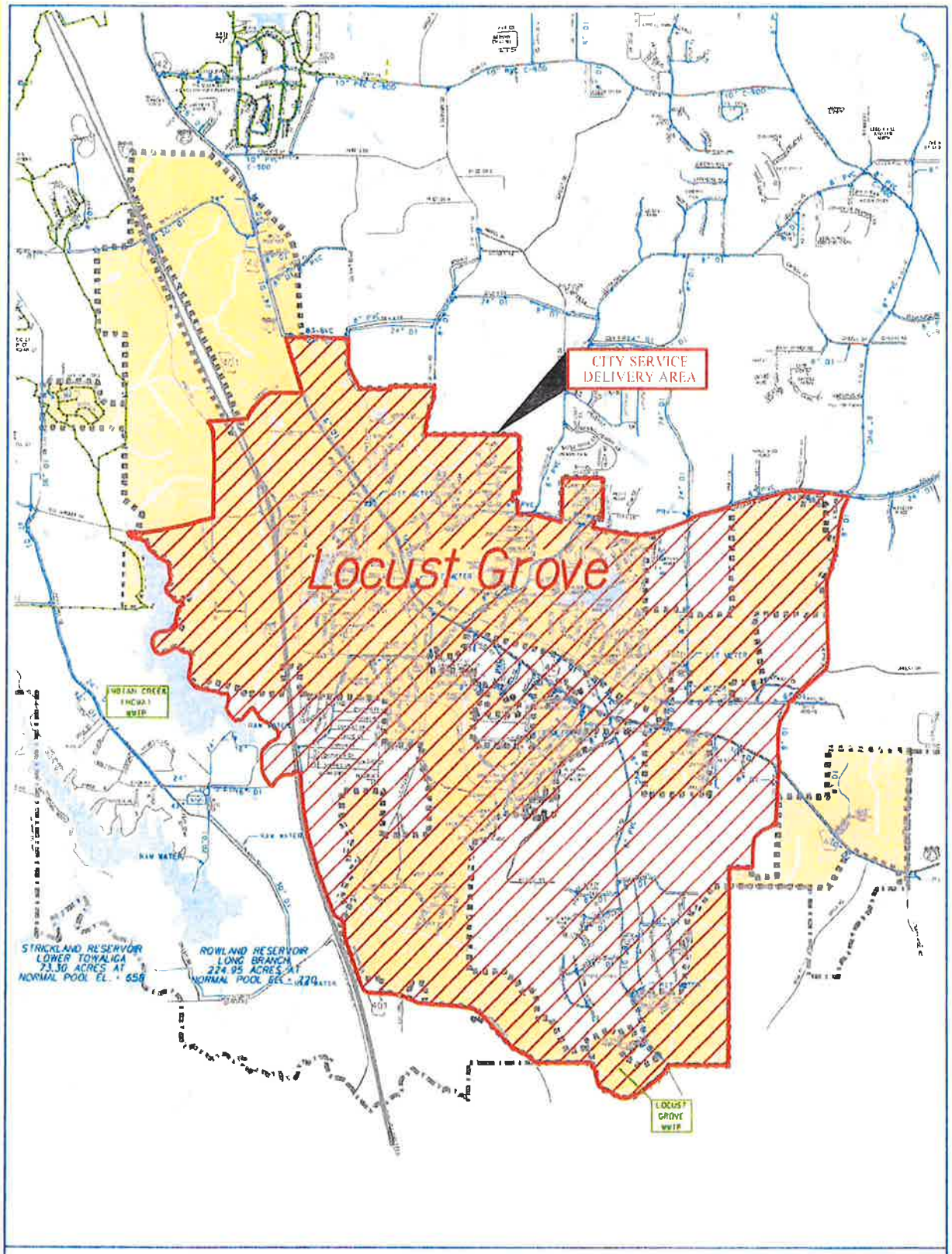
ATTEST: _____
Clerk

Authority Seal

Mayor
City of Locust Grove

ATTEST: _____
Clerk

City Seal



SERVICE AREA

LOCUST GROVE SEWER SERVICE AREA EXHIBIT

LOCUST GROVE CITY LIMITS AND SERVICE AREA BOUNDARY

01" = 3000'

Exhibit B

LEGAL DESCRIPTION
COMBINED TRACTS
(GARDNER AND NAIDU)

All of that tract or parcel of land lying and being in Land Lots 216 and 217, 2nd District, Henry County, City of Locust Grove, Georgia and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the land lot corner common to Land Lots 200, 201, 216 and 217 and also being located in the centerline of Price Drive (having a 30 foot prescriptive right-of-way), thence running along said centerline of Price Drive and along the south line of Land Lot 216, North 89°30'35" West, a distance of 1800.66 feet to a 5/8" rebar found; thence leaving said centerline of Price Drive and south line of Land Lot 216 and running along the right-of-way line of Price the following courses and distances; North 00°44'21" East, a distance of 40.00 feet to a ½" iron pin and plastic cap placed; North 89°27'27" West, a distance of 101.02 feet to a ½" iron pin and plastic cap placed; run northwesterly 70.16 feet along the arc of a curve, concave to the northeast, having a central angle of 67°00'08" and having a radius of 60.00 feet, being subtended by a chord which bears North 55°57'27" West, a distance of 66.23 feet to a ½" iron pin and plastic cap placed; North 22°27'27" West, a distance of 72.00 feet to a ½" iron pin and plastic cap placed; run northeasterly 65.45 feet along the arc of a curve, concave to the southeast, having a central angle of 62°30'08" and having a radius of 60.00 feet, being subtended by a chord which bears North 08°47'33" East, a distance of 62.25 feet to a ½" iron pin and plastic cap placed; North 40°02'33" East, a distance of 101.10 feet to a ½" iron pin and plastic cap placed; North 49°57'27" West, a distance of 80.00 feet to a ½" iron pin and plastic cap placed; South 40°02'33" West, a distance of 101.10 feet to a ½" iron pin and plastic cap placed; run southwesterly 68.46 feet along the arc of a curve, concave to the southeast, having a central angle of 28°01'09" and having a radius of 140.00 feet, being subtended by a chord which bears South 26°02'01" West, a distance of 67.78 feet to a ½" iron pin and plastic cap placed; North 75°15'56" West, a distance of 34.69 feet to a ½" iron pin and plastic cap placed on the northeasterly right-of-way line of Interstate 75 (having a variable limited access right-of-way);

thence run along said right-of-way line of Interstate 75 the following courses and distances; North 22°54'51" West, a distance of 1196.08 feet to a 3/8" rebar found; North 23°13'25" West, a distance of 556.05 feet to a concrete right-of-way monument found broken; North 23°18'30" West, a distance of 403.53 feet to a 3/8" rebar found; thence leaving said right-of-way line of Interstate 75 and running along the south property line of property now or formerly owned by The Farmers Bank, North 89°37'16" East, a distance of 2564.82 feet to a 2" open top pipe found bent on the southwesterly right-of-way line of State Route 42 (a.k.a. U.S. Highway 23 (having an 80 foot right-of-way); thence running along said right-of-way line of State Route 42 the following courses and distances; South 17°35'17" East, a distance of 524.00 feet to a ½" rebar found; South 17°33'45" East, a distance of 293.87 feet to a ½" rebar found; South 17°38'16" East, a distance of 150.54 feet to a 3/8" rebar found; run southeasterly 382.09 feet along the arc of a curve, concave to the east, having a central angle of 01°50'38" and having a radius of 11872.79 feet, being subtended by a chord which bears South 17°47'44" East, a distance of 382.07 feet; run southeasterly 350.56 feet along the arc of a curve, concave to the northeast, having a central angle of 10°26'11" and having a radius of 1924.59 feet, being subtended by a chord which bears South 25°44'24" East, a distance of 350.08 feet to a ½" rebar found; thence leaving said right-of-way line of State Route 42 and running along the north property line of property now or formerly owned by Electric Membership Corporation, North 89°30'02" West, a distance of 181.50 feet to a ½" rebar found on the east line of Land Lot 216; thence running along said east line of Land Lot 216 and the west property line of property now or formerly owned by Electric Membership Corporation and Georgia Power Company South 00°08'42" West, a distance of 620.44 feet to a 5/8" rebar found and the **POINT OF BEGINNING**.

Said tract containing 120.130 acres as depicted on that ALTA/NSPS Land Title Survey prepared by Metro Engineering and Surveying Company, Inc. of McDonough, Georgia, dated 02-22-18 (Job No. 14268)

Exhibit C

ALTA/NSPS LAND TITLE SURVEY

of

TAX PARCELS 1121016601, 1121016606,
1121016801, 1121012900 AND 1121016800

METRO ENGINEERING & SURVEYING, INC.

REVIEW COPY
02.22.18

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?
There are no conflicts between Henry County and the Cities of Hampton, Locust Grove, McDonough, and Stockbridge. The County and Cities have entered into a Joint Comprehensive Plan.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- ☐ Amendments to existing comprehensive plans
- ☐ Adoption of a joint comprehensive plan
- ☐ Other measures (amend zoning ordinances, add environmental regulations, etc.)

NOTE:

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

If "other measures" was checked, describe these measures:
N/A

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? See Henry County's Service Delivery Strategy Agreement; The County and Cities of Stockbridge, Locust Grove, and Hampton have entered into a comprehensive plan pertaining to water and sewer services. Each City purchases water from the Henry County Water Authority, which is not a required signatory to this SDS Agreement. The Henry County Water Authority and City of McDonough are working to finalize a new IGA on water and sewer services and when finalized will provide a copy of same to the parties and DCA.

4. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: HENRY COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
HENRY COUNTY	Chair	Carlotta Harrell		3/26/2021
HAMPTON	Mayor	Steve Hutchison		
LOCUST GROVE	Mayor	Robert Price		3/26/2021
MCDONOUGH	Mayor	Billy Copeland		
STOCKBRIDGE	Mayor	Anthony S. Ford		3/26/2021

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY: HENRY COUNTY

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3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
HENRY COUNTY	Chair	Carlotta Harrell		
HAMPTON	Mayor	Steve Hutchison	Steve E. Hutchison	3/4/2021
LOCUST GROVE	Mayor	Robert Price		
MCDONOUGH	Mayor	Billy Copeland		
STOCKBRIDGE	Mayor	Anthony S. Ford		

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY: HENRY COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
HENRY COUNTY	Chair	Carlotta Harrell		
HAMPTON	Mayor	Steve Hutchison		
LOCUST GROVE	Mayor	Robert Price		
MCDONOUGH	Mayor	Billy Copeland	Billy Copeland	3-23-21
STOCKBRIDGE	Mayor	Anthony S. Ford		

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	**Service:*POLICE***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Type Name of Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

e.) ☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.): **Henry County will provide this within the unincorporated areas of Henry County, Georgia. The Cities of Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	Fees, Grants, General Funds, SPLOST
Hampton	Fees, Grants, General Funds, SPLOST
Locust Grove	Fees, Grants, General Funds, SPLOST
McDonough	Fees, Grants, General Funds, SPLOST
Stockbridge	Fees, Grants, General Funds, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

By entering into this SDS agreement, the County and Cities of Hampton, Locust Grove, McDonough, and Stockbridge hereby agree to provide mutual aid to each other pursuant to and with all rights, responsibilities and privileges afforded under "The Georgia Mutual Aid Act," O.C.G.A. 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. 36-69-5, no party hereto shall seek or require any compensation whatsoever from any other other party which provides mutual aid.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Mutual aid (see box 4 above)	Henry County, Hampton, Locust Grove, McDonough,	Term of ten years from the
	Stockbridge	effective date of the
		Agreement.
		Effective - End
		Effective - End
		Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Provide Details Here

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: Type Date Here

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915.
STOCKBRIDGE CITY MANAGER: (770) 389-7900

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY	**Service:*CITY PRISONERS - TRANSPORT***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Type Name of Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

e.) ☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.): **Henry County Sheriff to provide service in unincorporated area of Henry County. Hampton, Locust Grove, McDonugh, and Stockbridge shall privde this service within their incorporated areas.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐***Yes*** (if "Yes," you must attach additional documentation as described, below)

☒***No***

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
N/A		
		Effective - End
		Effective - End
		Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Provide Details Here

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: Type Date Here

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915.
STOCKBRIDGE CITY MANAGER: (770) 389-7900

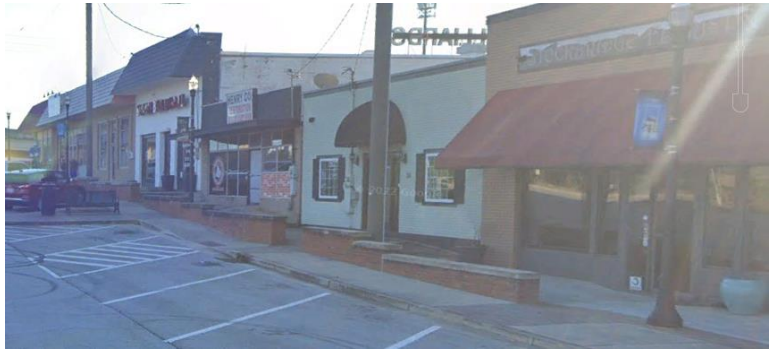
Summary Redevelopment Plan

for Tax Allocation District #1
Stockbridge GA

DRAFT

Presentation to the Stockbridge Georgia City Council

November 14, 2022



KB ADVISORY GROUP

Stockbridge
Where Community Connects

Background

- In 2020 Henry County and Stockbridge voters granted the County and its municipalities redevelopment powers to create tax allocation districts (TAD) and finance improvements within those districts
- **The City Council has until December 31 to adopt a redevelopment plan and create a TAD to become effective in 2023, otherwise that process must be delayed a year**
- In June the City retained KB Advisory Group (KB) to assist in preparing a redevelopment plan to potentially establish the City's first TAD focused on the Downtown Area
- KB has begun to analyze options for a potential TAD #1 to enable the City Council to consider action in December. This presentation provides a second progress report and summary of the main findings and contents of the redevelopment Plan.

Qualifying the Redevelopment Area

- Georgia's Redevelopment Powers Law enables cities and counties to designate "Redevelopment Areas" **by local adoption of an approved plan** under state guidelines – where financial incentives can be offered to support revitalization either directly to assist private development or indirectly in the form of supportive public improvements. The Plan needs to show that the creation of a TAD and use of Tax Increment Financing are necessary to achieve local public objectives due to such factors as:
  - High development costs
  - Property assembly issues
  - High market risk & competition from greenfield areas or
  - Inadequate public infrastructure, roads/transportation or public amenities
- The locally designated area must qualify under the statutory definition of a Redevelopment Area

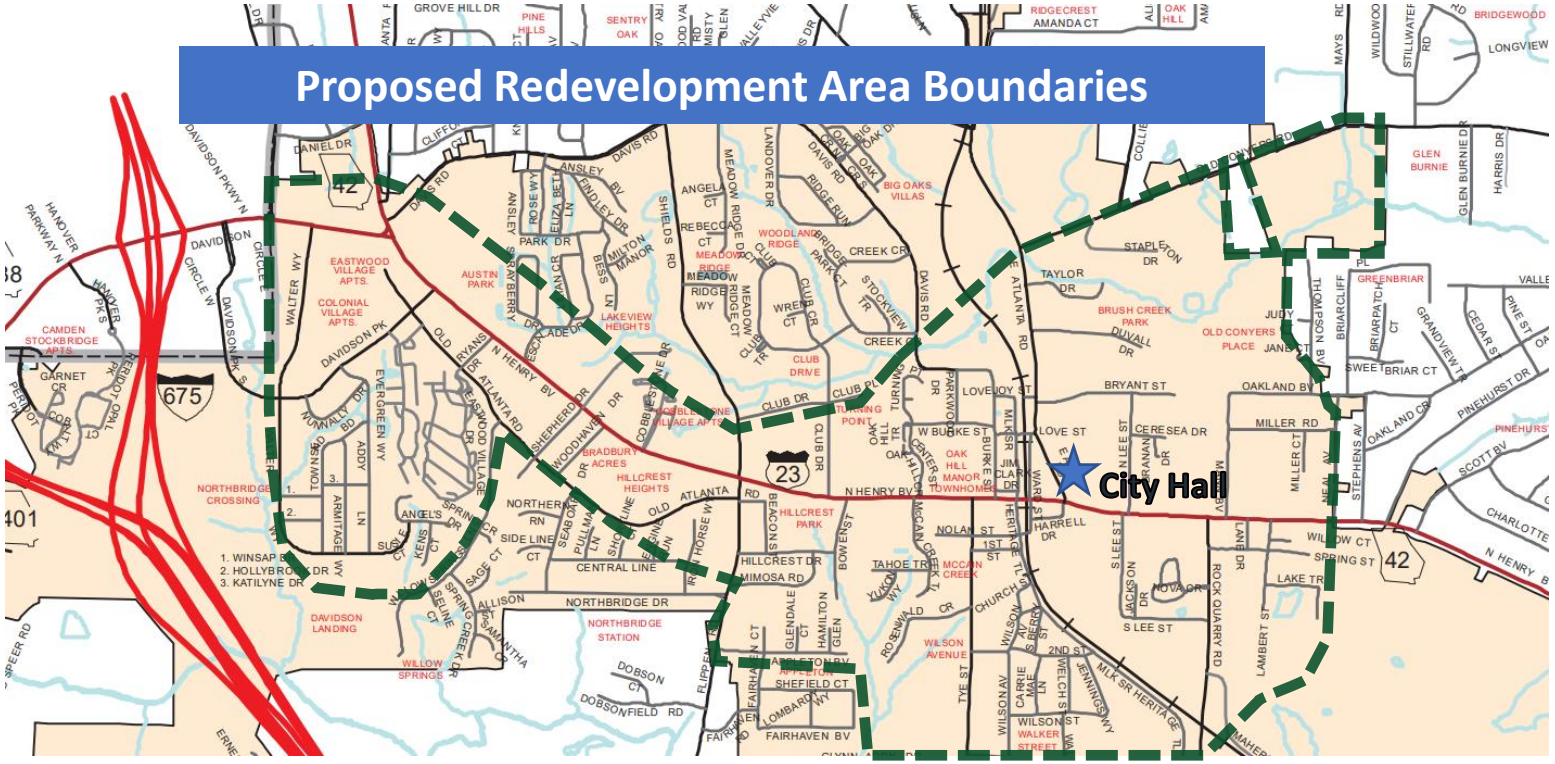
Criteria for designation as a Redevelopment Area

Below in *italics* are excerpts from the Georgia Code that address part of the justification for a geography to be classified by the City Council as a **Redevelopment Area** to be eligible for the exercise of redevelopment powers. A Tax Allocation District must be entirely located within, but not necessarily include the entire Redevelopment Area.

- *Evidence of pervasive poverty, defined as being greater than 10 percent of the population in the area as determined by current data from the United States Bureau of the Census*
  - The poverty rate among the redevelopment area families is 10.7%, and 18% among families with children
- *High commercial or residential vacancies compared to the political subdivision as a whole*
  - The vacancy rate for all housing types in the area is a full percentage point higher than city-wide vacancy
- *Declining or stagnant rents or sales prices compared to the political subdivision as a whole*
  - Monthly apartment rents in the redevelopment area are 13% less, and retail rents per square foot are nearly 22% less than the county averages
- *A "substantial presence of structures 40 years old or older with no historic significance", and a "predominance of structures or buildings of relatively low value" or "significantly slower growth in the property tax digest"*
  - 480,000 SF of structures or buildings 40+ years old, with an average assessed full value of less than $51/SF
  - Based on sales data, commercial property values per SF appear to be declining by nearly 1% per year
- *Inadequate Infrastructure*
  - Existing streets, utilities and parking areas are inadequate to support future commercial growth and desired mixed-use development

Redevelopment Area Characteristics

- Relevant demographic characteristics
  - Estimated population of 7,700 in 2,979 households (26% of the City population)
  - Rate of population and household growth in the TAD has been 1% slower than the City average since 2010
  - Home ownership rate is 18% below the City average - 49% of housing units are renter occupied
  - Population is younger than the City as whole, with a higher percentage of children and lower percentage of elderly residents
  - Median owner-occupied housing value is 29.7% lower than the City and 37% lower than the County medians
  - Median age of the housing stock is 3 years older than the City
  - Median household income in the redevelop-ment area ($58,536) is 12.9% lower than the City and 26.6% lower than the County median incomes, respectively



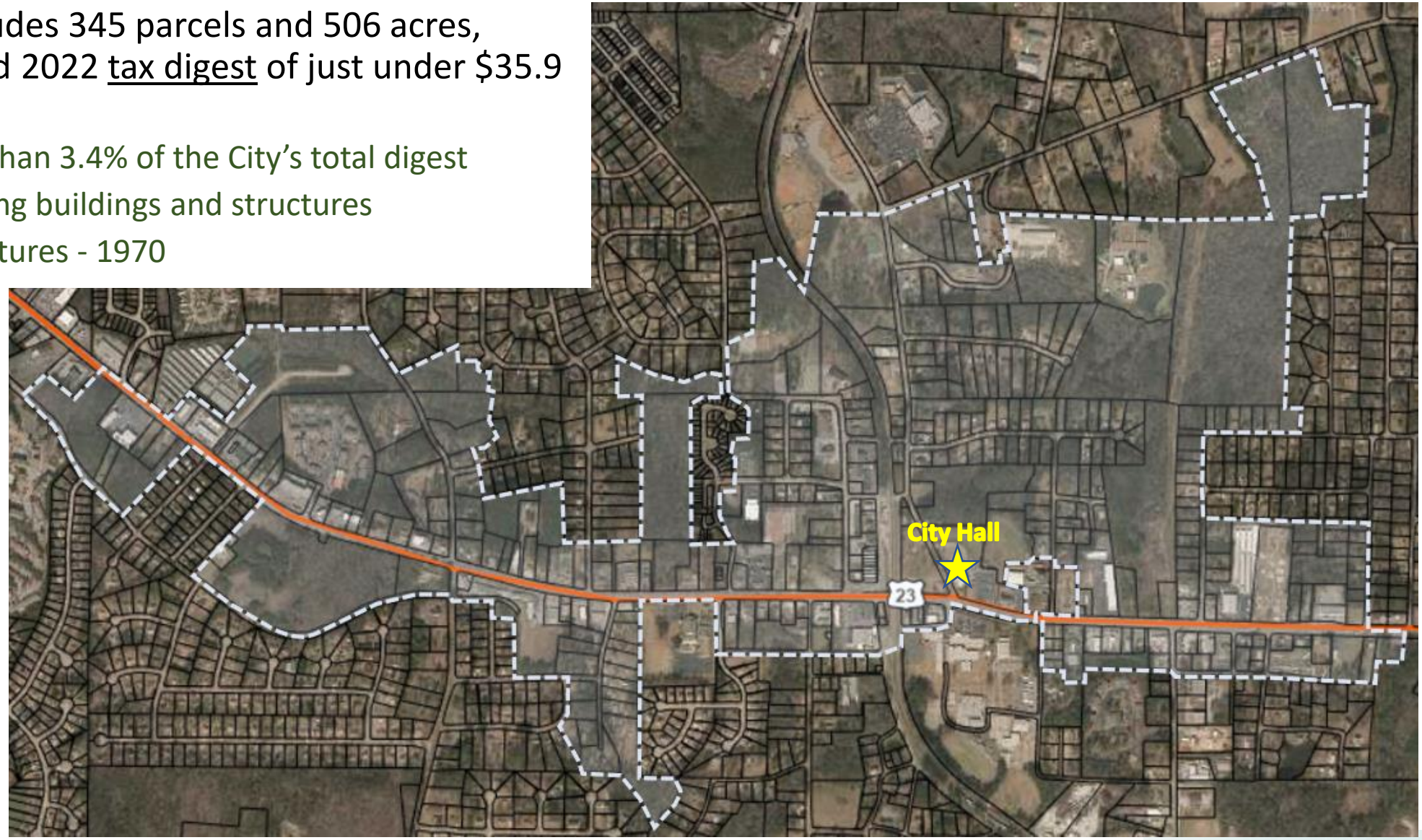
The proposed redevelopment area qualifies under the definition of a ‘deteriorating area’ with some pockets also exhibiting characteristics of a ‘blighted or distressed area.’ It can also be argued that the center of Downtown Stockbridge currently possesses ‘inadequate infrastructure’ to support the City’s plans and vision for its downtown.

Defining the Tax Allocation District (TAD)

- A TAD is a map containing a specific list of tax parcels within a designated Redevelopment Area where cities or counties may use tax increment financing (TIF) as an incentive to attract private investment
  - Communities have discretion to determine how these incentives can be used for eligible purposes allowed by law
  - The redevelopment plan forecasts potential future revenues from the TAD and outlines the City's priorities for using those funds to incentivize redevelopment. Contents of the plan are not binding on the City
- Creating a TAD does **NOT**:
  - Impose tax increases on, or grant abatements to, developers or property owners within that district
  - Have anything to do with eminent domain or urban renewal
  - Authorize bond issues or City spending – those decisions are entirely separate and come much later
  - Bind the County or School District to participate UNLESS those elected officials vote to consent
  - Entitle any property in the TAD to receive public funds for any purpose
    - An application procedure for property owners/developers to request TAD funding is typically established by the redevelopment agency **after** the TAD is approved and terms of County/School District consent are known

Proposed Stockbridge TAD #1

- The proposed TAD includes 345 parcels and 506 acres, containing an estimated 2022 tax digest of just under $35.9 million
  - The TAD includes less than 3.4% of the City's total digest
  - 1.24 million SF of existing buildings and structures
  - Average age of all structures - 1970
  - 653,687 SF of taxable commercial buildings
  - Average age 1972, average taxable full value $74.67 per SF
  - 323 Housing units including 134 single-family homes
  - Average age of single-family homes 1966, average taxable full value $147,440 per unit



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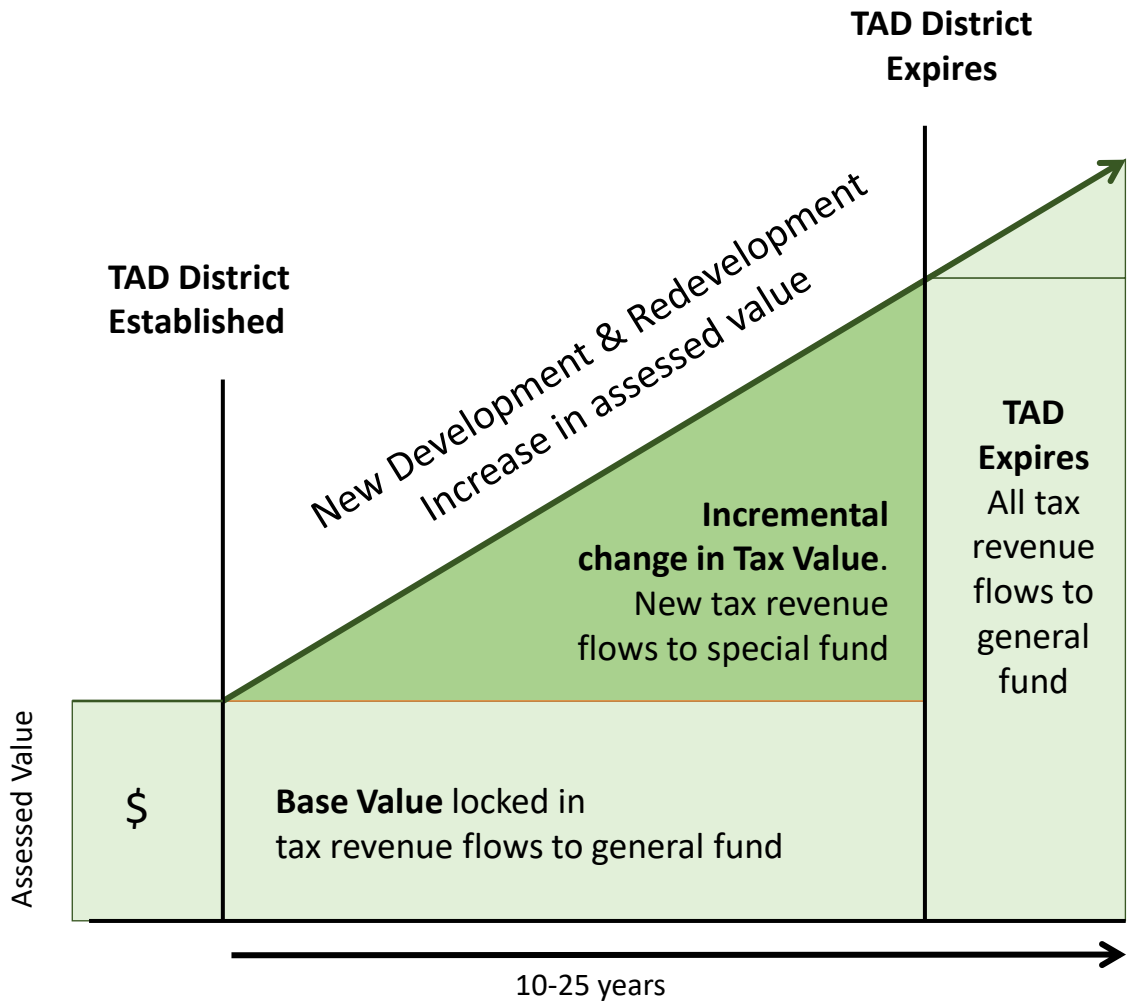
How a TAD Works

Future incremental property taxes collected from new development and future growth are directed into a TAD special fund, earmarked to be used as part of infrastructure or development funding to accelerate change within the Tax Allocation District.

- All existing property taxes ("base value") continue to go to the County, City and Schools.
- Only additional (new) taxes are pledged to the TAD.
- **Typically, a TAD does <u>not</u> impact personal property taxes or sales taxes unless specifically pledged**
- County and School District participation must be secured by consent agreements

Tax allocation increment generated from any/all parcels within the TAD can be spent on eligible redevelopment costs incurred anywhere within the TAD.



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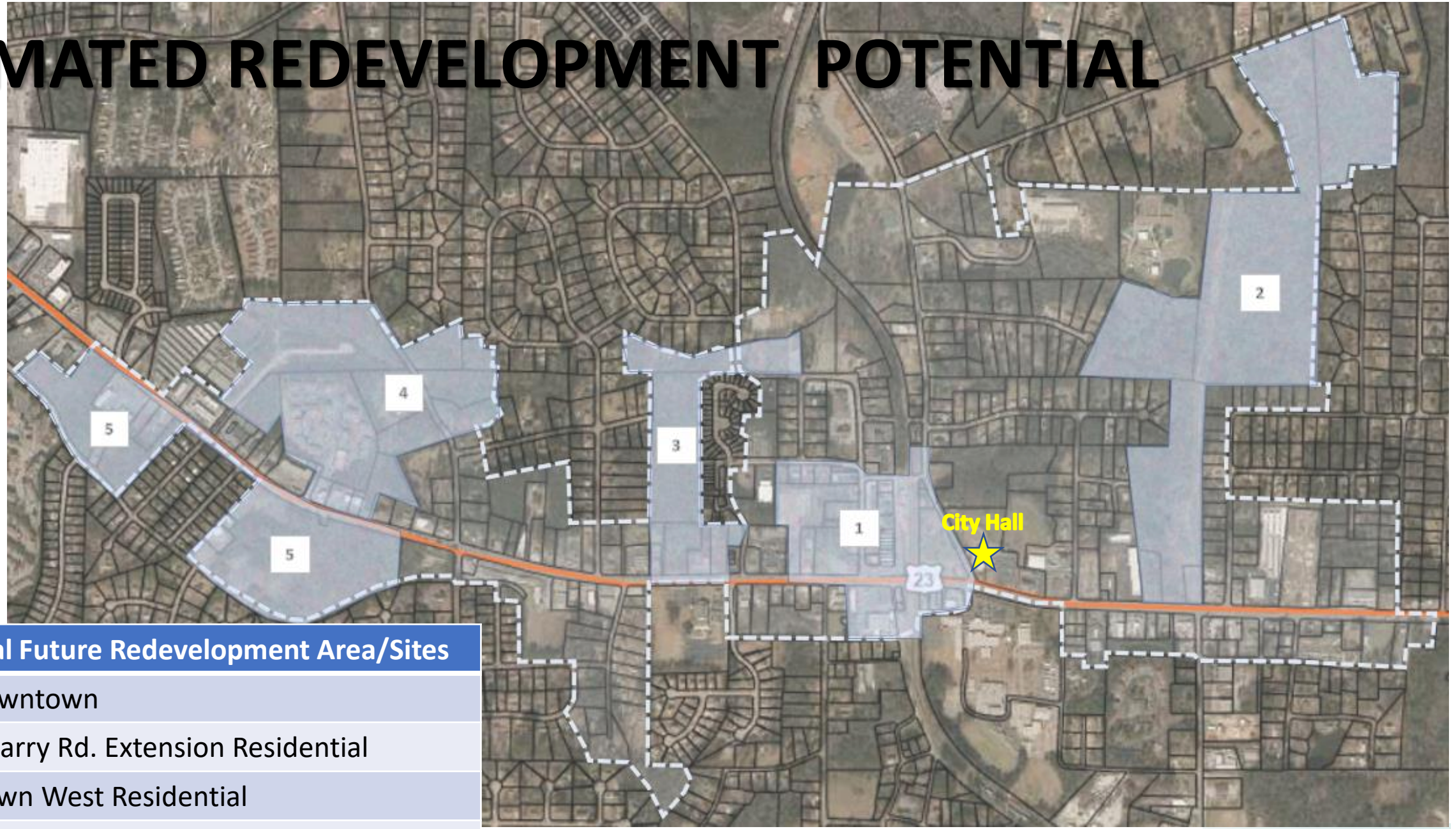
ESTIMATED REDEVELOPMENT POTENTIAL



	Potential Future Redevelopment Area/Sites
1	Core Downtown
2	Rock Quarry Rd. Extension Residential
3	Downtown West Residential
4	North side of N. Henry Blvd.
5	South side of N. Henry Blvd.

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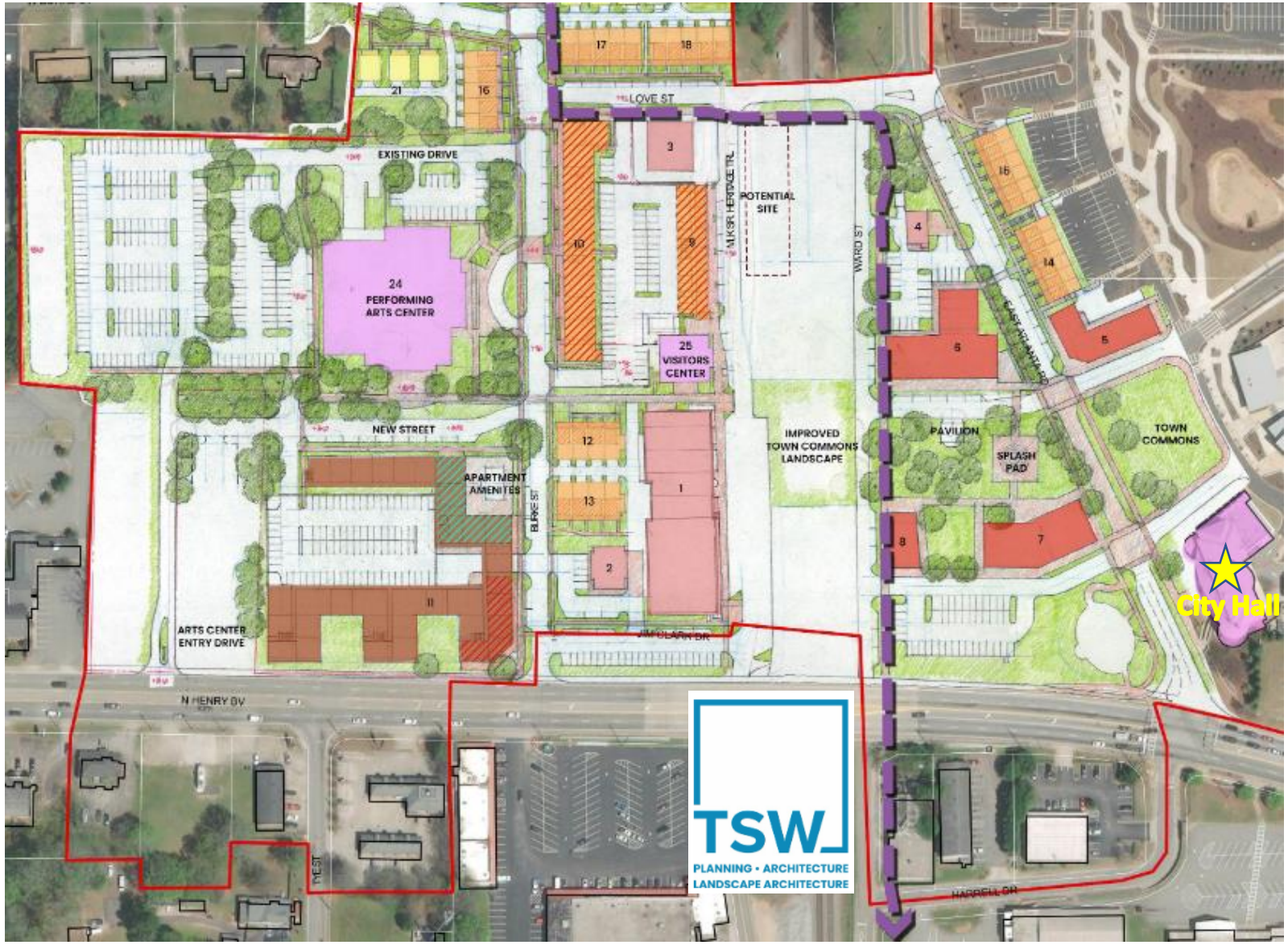
Area 1: Core Downtown

- Existing Conditions
  - Total Site Area: 27.0 Acres
  - Private taxable building SF: 114,251
  - Taxable Market Value: $5,964,200
  - Housing Units 16
- Build Out Conditions
  - Commercial SF (Mixed-Use): 20,150
  - New Commercial Buildings SF: 35,100
  - Rehabilitated Commercial SF: 30,900
  - Mixed-Use Residential (Units): 220
  - Live-Work Units 27
  - Townhomes 15
  - Single Family Cottage Units 21
  - Balance of Area (SF) 80,639
  - Taxable Future Full Value: $88.4 million
  - Potential Digest Increase: $32.4 million
  - Percent Digest Change: 1360%

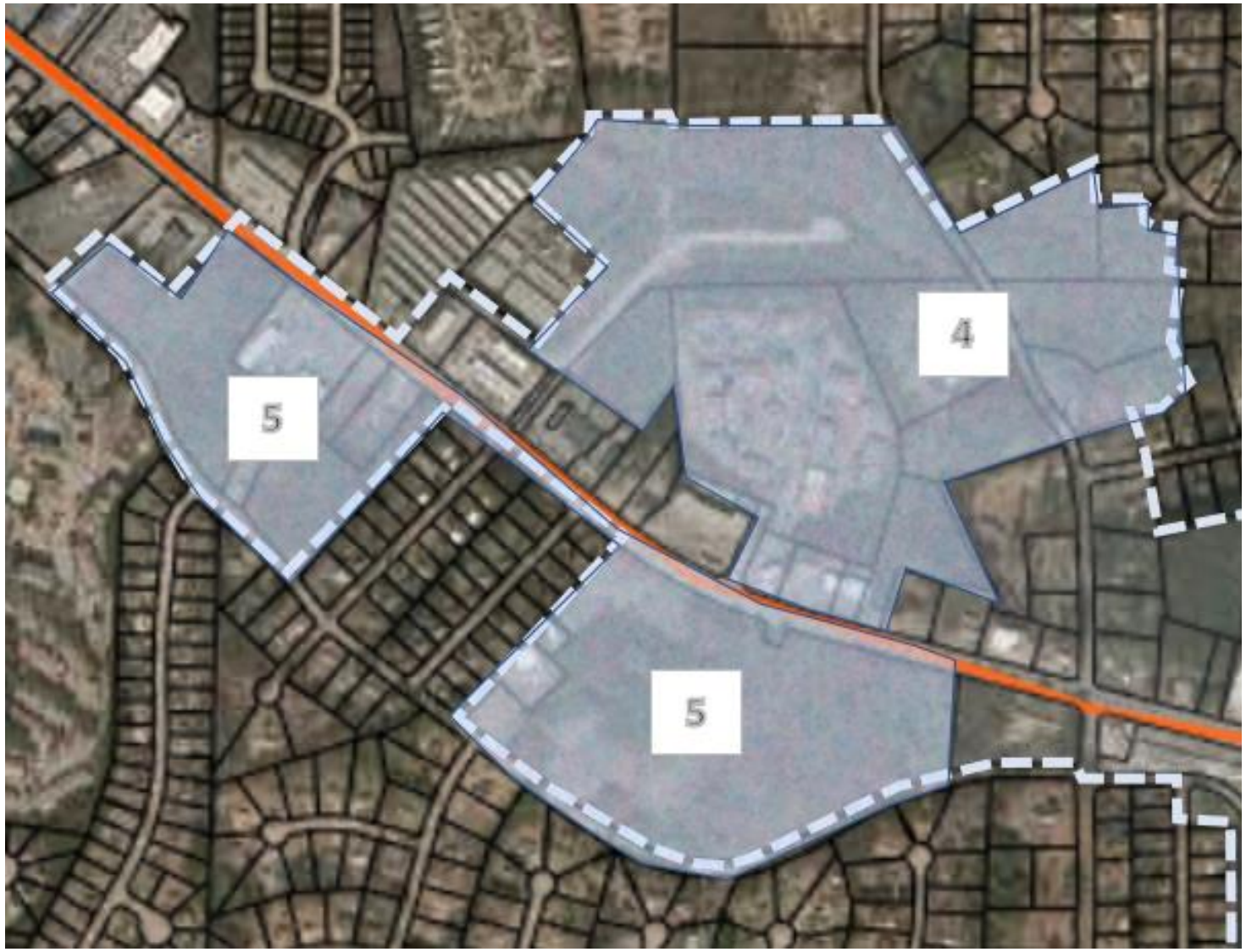


Areas 2 & 3: Residential Development Sites

- Existing Conditions
  - Total Site Area 117.8 Acres
  - Private taxable building SF: 7,235
  - Taxable Market Value: $2,227,500
  - Current Tax Digest $891,000
  - Existing Housing Units 3
- Build Out Conditions
  - New Townhomes 162
  - New Single-Family Homes 304
  - Taxable Future Full Value: $176.8 million
  - Average Full Value/Unit: $378,100
  - Future Tax Digest: $70.7 million

North Henry Boulevard Sites

- Existing Conditions
  - Total Site Area: 77.9 Acres
  - Private Taxable Building SF: 198,800
  - Taxable Market Value: $22,705,300
  - Housing Units 133
- Build Out Conditions
  - New Commercial SF: 163,350
  - Rehabilitated Commercial SF: 26,000
  - New Multi-Family Apts. (Units): 185
  - Rehab Existing Apartments (Units) 128
  - New For-Sale Residential (Units) 50
  - Balance of Area (SF) 14,205
  - Taxable Future Full Value: $90.4 million
  - Potential Digest Increase: $27.1 million
  - Percent Digest Change: 298%



Potential Development sites – build out conditions

- Applying reasonable densities and full value assessments to development sites, KBA estimates that these 5 project sites could support a total taxable full value of nearly $350 million at build out
- Investment in project sites should also have a positive impact on the balance of the TAD where no specific projects are identified. The bulk of this increase is likely to result from other future investments to individual parcels and from general appreciation of real estate values surrounding the Project sites
- Implementing all identified projects could potentially increase the total tax digest within the proposed TAD #1 by $129.5 million or 361% over existing conditions

Development Estimates in Project Areas	Total FMV @ Build Out	Housing Units	Total SF	Average Full Mkt. Value/SF	FMV/ Housing Unit
New Commercial/Retail Buildings	$20,746,800		198,450	$104.54	
New Commercial SF in Mixed-Use Buildings	$2,317,250		20,150	$115.00	
Rehabilitation - Existing Commercial Buildings	$4,504,620		56,918	$79.14	
New Multi-Family Rental (Mixed-Use & Apts)	$85,530,101	405	385,412	$221.92	$211,306
New Residential for Sale (SF & Townhomes)	$218,877,701	580	1,216,626	$179.91	$377,418
Rehabilitation - Existing Multi-Family Units	$17,280,000	128	144,878	$119.27	$135,000
Total New/Rehab Construction	**$349,256,472**	**1,113**	**2,022,434**	**$172.69**	**$313,881**
Balance of TAD	$64,196,559		784,876	$81.79	
Taxable FMV at Build Out	**$413,453,031**		**2,807,310**	**$147.28**	
Taxable Digest at Build Out	$165,381,212				
2022 Existing Tax Digest	$35,893,424				
Digest Change	$129,487,789				
Percent Change	361%				

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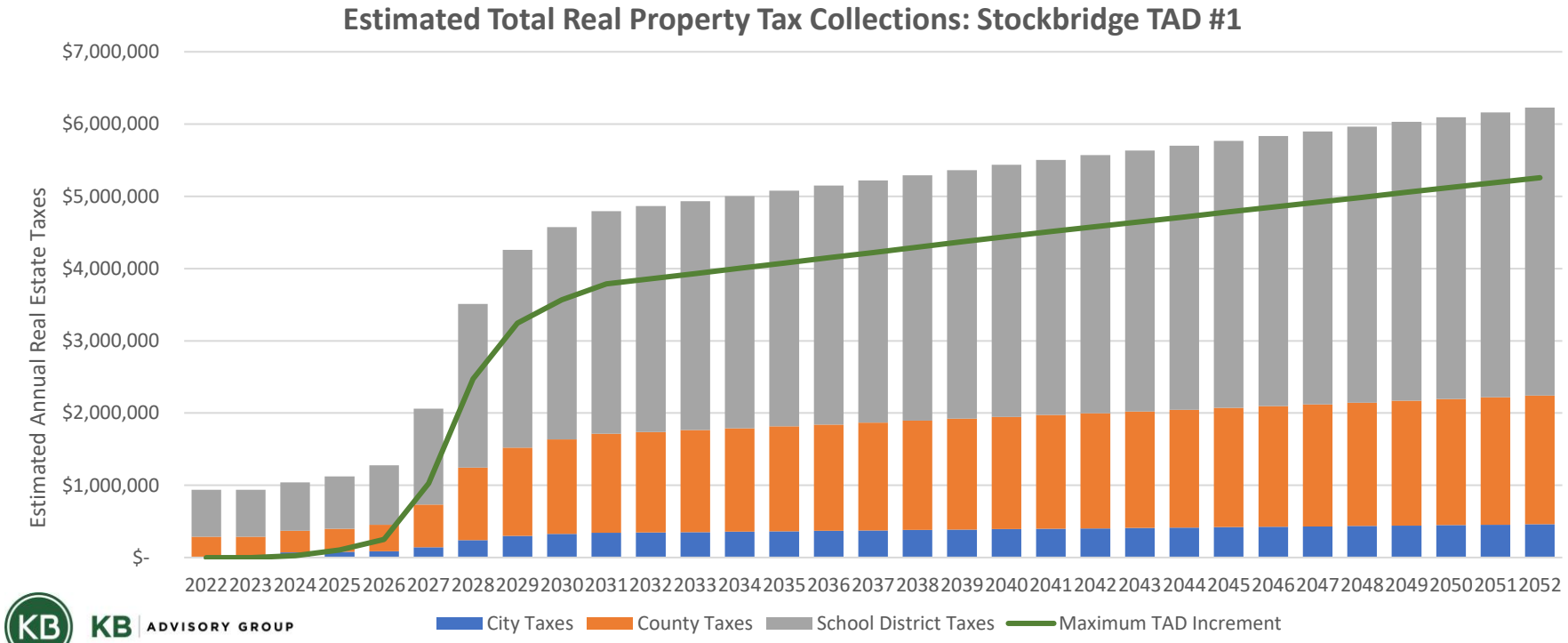
Potential TAD Increment

- With a modest allowance for additional development in the rest of the TAD, the total digest could approach $174 million by 2032 - generating annual tax allocation increments of more than $3.8 million if all jurisdictions consent at 100%.

All Projects	Annual @ Build Out	15 Years	20 Years	25 Years	30 Years
Total TAD Increments (all Jurisdictions)	$3,858,377	$38,720,929	$60,917,833	$84,833,237	$110,445,977
Cash Flow Discounted @	6.0%	$19,983,583	$27,331,172	$33,248,034	$37,983,801

* Totals assume full County and School District consent.



- Total TAD revenue over 25-30 years is enough to leverage a $33 to $38 million "up-front" contribution to capital costs on a net present value basis IF both the County and School District consent to participate.
  * The forecast also applies a 2.0 mil City tax rate beginning no later than 2024.

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Potential Uses of TAD proceeds

- The redevelopment plan must address desired uses of future Tax Allocation Increment generated within the TAD. This table provides a **hypothetical** scenario that assumes the potential to leverage $30 million in future contributions to capital costs. Additional input from the City will be helpful in refining these proposed uses.

	Eligible Redevelopment Costs	Estimated % Allocation	Total Capital Cost
1	Roads and Infrastructure Improvements	15%	$4,500,000
2	Public Parks & Amenities	5%	$1,500,000
3	Contributions to Structured Parking	25%	$7,500,000
4	Rental Housing Rehabilitation Incentives	15%	$4,500,000
5	Direct Incentives - Catalyst Projects	40%	$12,000,000
TOTALS: (Rounded)		**100%**	**$30,000,000**

Source: City of Stockbridge and KB Advisry Group, Inc.

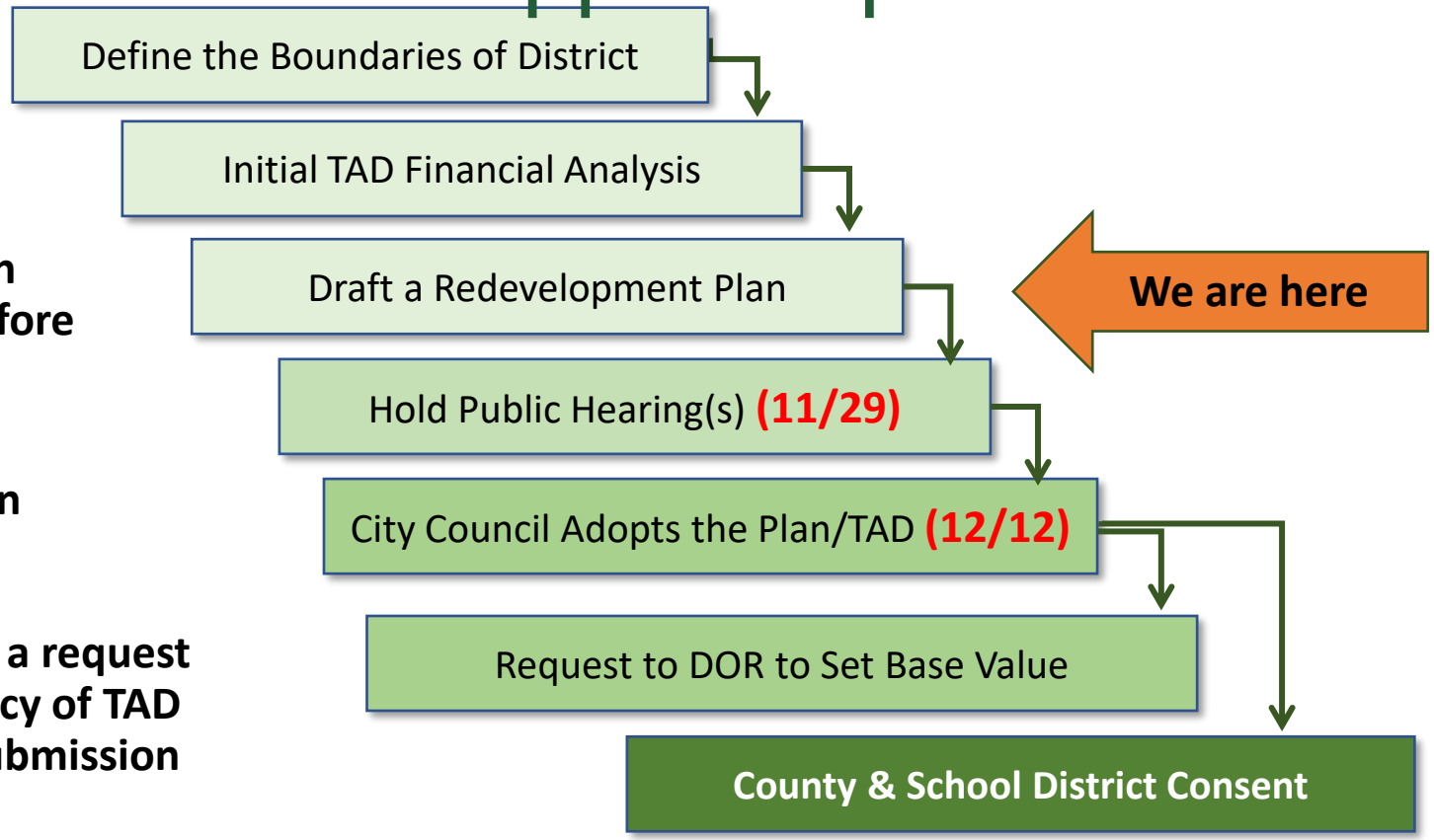
- Roughly $12.0 million could be used to support early catalyst projects directly, with an additional $4.5 allocated as available to improve existing rental housing over time
- This proposed allocation of $6.0 million as a contribution to public improvements including streets, utilities, multi-use trails and public park space
- This scenario sets aside the remaining $7.5 million for the eventual construction of additional downtown parking structures to support mixed-use development in the core downtown area
- **Recommended allocations in this table are a conceptual guideline and may be altered as priorities change in the future**

Other redevelopment plan components

- The Draft Plan proposes that City Council retain power as the Redevelopment Agency – with authority to delegate implementation tasks to the DDA and/or URA as needed in the future
- Addresses consistency with the City's zoning and Future Land Use Map
- Affirms the City's commitment to follow local and State historic preservation policies and guidelines
- Establishes a potential 30-year life for the TAD
- Provides the City with flexibility to use different approaches to finance future redevelopment projects – including issuing bonds
  - **ONLY** pledges real estate tax allocation increments to the TAD - NO personal property or sales taxes
- Includes a "School System Impact Analysis" on the Henry County School System
- Lists individual TAD Parcels in the appendix

Plan adoption and TAD Approval process

- **November 21: Draft Redevelopment Plan delivered to the City.**
- **November 29: City TAD public Hearing. Plan changes (if needed) can be incorporated before and after the scheduled public hearing.**
- **December 12: The City Council votes on a resolution to adopt the Redevelopment Plan and create the TAD.**
- **December 14: If approved, the City submits a request to the County Assessor to certify the accuracy of TAD parcel values and the TAD base digest for submission to the Department of Revenue**
- **December/January: The City requests – begins negotiations for County and then School District Consent.**
- **January 2022: The Commissioner of Revenue returns a letter certifying the TAD Digest as of 12/31/2022**



- **First Quarter 2022: City seeks County and School District consent. Development agreements can be negotiated with applicant(s) once the terms of County and School District Consent are approved. The City Council can also adopt policies and procedures for evaluating/processing requests for TAD funding from private parties.**

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Our goal is to help clients maximize the benefits of their economic development and real estate activities within five core capability areas:

1. **Real Estate Markets**
2. **Development Economics**
3. **Public Financing/Tax Increment Financing**
4. **Economic Impacts**
5. **Development Strategies**

Gary Mongeon

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Cell: *404.664.0777*

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TERMS and LIMITING CONDITIONS

- **Accuracy of Report:** Every reasonable effort has been made to ensure that the data developed in this assignment reflect the most accurate and timely information possible and is believed to be reliable. This consulting assignment was based on estimates, assumptions, and other information developed by KB Advisory Group ("KBA") from its independent research efforts, general industry knowledge, and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives, or any other data source used in preparing or presenting this study. The research and reports are based on information that is current as of the date of the report. KBA assumes no responsibility to update the information after the date of the report. The research may contain prospective financial information, estimates, or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates, or opinions are not offered as predictions or assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described in our research and report, and variations may be material. Therefore, nor warranty or representation is made by BKA that any of the projected values or results contained in the work product from this assignment will actually be achieved.
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STATE OF GEORGIA

HENRY COUNTY
CITY OF STOCKBRIDGE

Resolution_____

RESOLUTION TO AUTHORIZE THE CITY OF STOCKBRIDGE TO PUBLISH A NOTICE OF INTENT TO TAKE ACTION TO INCREASE THE COMPENSATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA - EFFECTIVE JANUARY 1, 2024; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Hemy County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, pursuant to section 2.04.010 of the City Code of the City of Stockbridge, the mayor and council shall receive as compensation for services as governing body members an amount, which may be determined from time to time by majority vote of the Council and;

WHEREAS, before increasing, decreasing or otherwise modifying the amounts previously established by the City, the city must comply with all applicable state laws governing such action, and;

WHEREAS, the city hereby authorizes the publishing of the notice of intent to take action in the legal organ of the county and the city, at least once a week for three consecutive weeks, and;

WHEREAS, the city has confirmed that the proposed action will not be taken during the period of time beginning with the date that candidates for election to membership on ihe municipal governing authority may first qualify as candidates and ending with the date members of the municipal governing authority take office following their election.

NOW THEREFORE, THE COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Approval - The Mayor and City Council of the City of Stockbridge hereby authorizes the publishing of the Notice of Intent to Take Action to Increase Compensation of the Mayor and City Council of the City of Stockbridge to become effective January 1, 2024.

SECTION 2. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO BE IT RESOLVED this ___ day of _____2022.

_____
ANTHONY S. FORD, Mayor

ATTEST:

_____ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

_____
QUINTON G. WASHINGTON, City Attorney