

STOCKBRIDGE CITY COUNCIL

Mayor Anthony S. Ford
At-Large

Mayor Pro Tem Kyle D. Berry, Sr.
Council District 3

Councilmember Elton Alexander
Council District 5

Councilmember Yolanda Barber
Council District 4

Councilmember LaKeisha Gantt
Council District 1

Councilmember Alphonso Thomas
Council District 2

CITY MANAGER

Frederick Gardiner

CITY CLERK

Vanessa Holiday

CITY TREASURER

Vacant

CITY ATTORNEY

Quinton G. Washington
Samantha Embry

Council Meeting Agenda April 30, 2024 6:00 PM



STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.stockbridgega.org

Phone: 770-389-7900

Fax: 770-389-7912

Translation and Interpretation Services are available with (7) days prior notice. Please contact the City's HR Manager at 770-389-7908 for assistance.



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, APRIL 30, 2024 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES

- 1 Review of the April 8, 2024 Council Meeting Minutes

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

QUARTERLY REPORTING

- 2 First Quarter Transportation Update - Presented by: Eniel Gonzalez

CONSENT AGENDA

- 3
 - A) Request for use of the Merle Manders Conference Center on Sunday, June 2, 2024 from 2pm - 5pm for a Father's Day Event hosted by Councilwoman Yolanda Barber.
 - B) Request for use of the Amphitheater Green Room on Wednesday, August 21, 2024 from 4pm - 9pm for a Broker's Open Event hosted by the Citywide Development Authority.
 - C) Request for use of the Council Chamber and Levi Meeting Room for the Annual Youth Council Senior Ceremony and Banquet. The Youth Council will select a date where both spaces are available.

UNFINISHED BUSINESS

- 4 Council Consideration to approve the Amphitheater Parking Map for Free and Paid parking locations and Rideshare location(s). - Presented by: Frederick Gardiner

NEW BUSINESS

- 5 Council consideration to approve Georgia Power Lighting Agreement for streetlight enhancement for (59) Lights for Walt Stephens Rd. in the amount of \$24,214.00/yr., (46) Lights for Valley Hill Rd. in the amount of \$18,878.00/yr., (25) Lights for Jodeco Rd. in the amount of \$18,855/yr., (22) Lights for Davis Rd. in the amount of \$9,338.00/yr., and (19) Lights for Shields Rd. in the amount of \$8,892/yr., for a total of \$79,927.00. Funding source from FY2024 department budget.
- Presented by: Decius Aaron
- 6 Council Consideration to approve Invitation To Bid (ITB) 2024-002, Walter Way, Pine View and Memorial Park Lift Station Rehabilitations to SOL Construction, LLC. Funding Source: SPLOST V \$1,000,000.00; Sewer Fund Balance \$1,404,086.87; Sewer Impact Fee \$300,000.00 for a total amount of \$2,704,086.87 - Presented by: Decius Aaron
- 7 Council consideration to approve the purchase of JCB Backhoe under Sourcewell contract number 020223-JCB with Westpro-JCB in the amount of \$130,748.83. Funding source is from Public Works Department budgeted funds. - Presented by: Decius Aaron, Al Barnes
- 8 Council consideration to approve the purchase of Kubota Utility Cab Tractor under Sourcewell contract number 031121-KBA with Mason Tractor & Equipment Co., Inc. in the amount of \$55,885.26. Funding source is from Public Works Department budgeted funds. - Presented by: Decius Aaron, Al Barnes
- 9 Council consideration to piggyback on a contract with Galls Inc., as outlined in Henry County Resolution 23-268 and Bid Number 24.01 up to a maximum amount of \$100,000 for uniforms and equipment. - Presented by: Richard Godfrey
- 10 Council consideration to approve an Ordinance to Deannex from the Corporate Limits of the City of Stockbridge the following parcels located in the Manderlay Subdivision 013A01128005, 013A01132000, 013A01061000, 013A01051000, 013A01060000, 013A01059000, 013A01058000, 013A01057000, 013A1127000 and 013A0113800. - Presented by: Frederick Gardiner
- 11 Council consideration of the Ethics Re-Certification Ordinance - 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 or contact City Hall offices at 770-389-7900 or visit the website www.stockbridgega.org for updates.

- Stockbridge Citizens-Police Advisory Council meeting 1st Thursday of each month at 6:00 p.m. at the Stockbridge Police Community Room 4545 N. Henry Blvd. (May 2)
- The Main Street Advisory Board Meeting 2nd Friday of each month at 9am – Location is the Downtown Connection Center 130 M L King Sr. Heritage Trail. (May 10)
- City Council Meeting, 2nd Monday of each month at 6:00 p.m. - City Hall Council Chamber (May 13)
- Youth Council Meeting 2nd Monday of each month at 6:30 p.m. - City Hall Levi Meeting Room (May 13)
- Citywide Development Authority Meeting, 2nd Tuesday of each month, 6:00 p.m.- City Hall Levi Meeting Room (May 14)
- Planning Commission Meeting, 3rd Thursday of each month, 6:30 p.m. - City Hall Council Chamber - (May 16)
- Downtown Development Authority Meeting, 3rd Tuesday of each month Welcome Center 130 M L King, Sr. Heritage Trail (May 21)
- Youth Council Advisory Committee Meeting, 6:30 p.m.-3rd Tuesday of each month Levi Meeting Room - City Hall (May 21)
- City Council Work Session Meeting, last Tuesday of each month at 6:00 p.m. - City Hall Council Chamber (May 28)

UPCOMING CITY EVENTS/INITIATIVES

- Join Mayor Pro Tem Kyle Berry for the Annual National Day of Prayer on Thursday, May 2nd in the City Hall Council Chamber at 6:30 p.m.
- Join Councilman Alphonso Thomas for the monthly *Senior Bingo Bash* on *Wednesday, May 15th* from 10am - 12pm at the Merle Manders Conference Center, 111 Davis Rd. for raffles, prizes, games, snacks and fun!
- Join Mayor Anthony Ford for the monthly *Meet the Mayor* on Monday, May 20th from 10am – noon at Stockbridge City Hall.
- Join the City of Stockbridge for the Annual Memorial March on Monday, May 27th at the Merle Manders Conference Center as we remember those who gave the ultimate sacrifice. Stay tuned to the city's website and social media platforms for more information to participate or contact the Events Team at 770-389-5982.
- Join Councilman Thomas for the *Don't Trash Stockbridge* initiative centered around education highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Councilman Thomas is honoring Veterans with a Continuous Salute all year long. Please send your pictures of Veterans with their name, branch, rank, and years of service.

Please contact Rosalynd Rawls to schedule an appointment for *Meet the Mayor* and for more information on Council Initiatives and events at 678-833-3348 or via email: rrawls@stockbridgega.org

2024 Stockbridge Amphitheater Concert Series

Saturday, May 11th – Mother’s Day Concert featuring Tyrese, Eric Benet, and Isiah Tatum

Saturday, May 25th – Funk Party featuring Zapp, Evelyn “Champagne” King, Rose Royce, and Rick James’ Stone City Band

Saturday, June 8th – TLC Celebrating the 30th Anniversary of the “CrazySexyCool” Album, with Special Guest Brownstone

Saturday, July 13th and Sunday, July 14th – A Night with Kem, and Special Guest Leela James

Saturday, July 20th – Ladies Night Out featuring Jodeci, Johnny Gill, and Silk

Saturday, July 27th – 70’s Soul Jam featuring the Chi-Lites, the Manhattans, The Legendary Blue Notes, Bloodstone, and Peaches & Herb

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



CITY COUNCIL MEETING SUMMARY MINUTES

MONDAY, APRIL 8, 2024 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford At-Large
Mayor Pro Tem Kyle Berry – Council District 3
Councilmember Elton Alexander – Council District 5
Councilmember Yolanda Barber – Council District 4
Councilmember LaKeisha Gantt – Council District 1
Councilmember Alphonso Thomas – Council District 2

Administration

Frederick Gardiner – City Manager
Vanessa Holiday – City Clerk
Cassandra Lester – Deputy City Clerk
Vacant – City Treasurer
Quinton Washington – City Attorney
Samantha Embry – 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 at 6:00 p.m.

Invocation by

The 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 present except.

Motion to amend the Agenda to remove Public Hearing Item#4 and Item #5 at the Applicant's Request was made by Councilmember Gantt; seconded by Councilmember Thomas. The motion passed unanimously 5-0.

Motion to amend the Agenda to add Discussion Item #7 – Amphitheater Marketing Budget was made by Mayor Pro Tem Berry; seconded by Councilmember Alexander. The motion passed unanimously 5-0.

Motion to amend the Agenda to add Discussion Item #8 – Amphitheater Parking was made by Councilmember Barber; seconded by Mayor Pro Tem Berry. The motion passed unanimously 5-0.

Motion to adopt the Agenda as amended was made by Councilmember Gantt; seconded by Mayor Pro Tem Berry. The motion passed unanimously 5-0.

Motion to approve the Minutes for the following meetings was made by Councilmember Alexander; seconded by Councilmember Gantt. The motion passed unanimously 5-0.

1. Council Meeting Minutes March 4, 2024
2. Work Session Meeting Minutes March 26, 2024

PUBLIC COMMENTS

There were no public comments.

CEREMONIAL REVIEW

2. Mayor Ford reviewed the Proclamations for Child Abuse Awareness Month presented to Dr. Renee Gourdine, World Water Day presented to Melissa Ellis and World Autism Awareness Month presented to Alicia Boyd; and referenced the Swearing In of Ms. Valerie Richmond-Reese and Kaitlynn Nash (former Youth Council Member) to the Youth Council Advisory Committee.

Motion to remove Item C and D from the Consent Agenda was made by Councilmember Alexander; seconded by Councilmember Barber. The motion passed unanimously 5-0.

CONSENT AGENDA

3. A. Council consideration to fill a vacancy and appoint a member to a two-year term on the Youth Council Advisory Committee. Dr. Samuel Valme

B. Council consideration to fill a vacancy and appoint a member to fill an unexpired term on the Planning Commission - District 5. Matthew Thomas.

Motion to approve the Consent Agenda was made by Councilmember Alexander; seconded by Councilmember Barber. The motion passed unanimously 5-0.

C. Council consideration to approve the renewal of Request For Proposal RFP Number 2022-0006, On Call General Engineering Services, for the City of Stockbridge with Carter & Sloope, Inc.

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted Carter & Sloope is one of the city's two on-call engineering firms noting there are operating under a one year contract with four one-year options to renew, and the firm is currently working on twenty (20) projects for the city.

Motion to approve renewal of RFP No. 2022-0006 for Carter & Sloope On-Call General Engineering Services was made by Councilmember Alexander; seconded by Councilmember Barber. The motion passed unanimously0

D. Council consideration to approve the renewal of the term contract No. 2019-00022P, Facility Maintenance Solutions/Grounds Keeper Landscape, between CGL Facilities Management, LLC in the amount of \$400,000.00. Funding source is from Public Works Department budgeted funds. Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted the Council's request for roadway maintenance for the city's major thoroughfares throughout the city, and the newly annexed areas are now also included in the contract.

Councilmember Alexander commended the Public Works staff for the improvements, noting the difference is visible.

Mr. Al Barnes, Public Works Operations Manager, noted outside of CGL, the General Maintenance staff is maintaining the grounds and facilities for the city and is looking to hire more staff to increase the mowing frequency.

Mr. Aaron confirmed the city has two street sweepers in operation with every street being swept at least once per quarter and agreed to furnish a copy of the Street Sweeper schedule to Councilmember Thomas.

Motion to approve renewal of RFP No. 2022-0006 for Carter & Sloope On-Call General Engineering Services was made by Councilmember Alexander; seconded by Councilmember Barber. The motion passed unanimously 5-0.

PUBLIC HEARING

4. Comprehensive Plan Amendment Case #CP-2023-04. (Council District 2)
The City of Stockbridge Mayor and City Council will hold a public hearing on Monday, December 11, 2023 at 6:00 p.m., in the Stockbridge City Hall, located at 4640 North Henry Boulevard in Stockbridge, Georgia, to consider a request for a Comprehensive Plan Amendment to change the future land use designation of three parcels on Davidson Parkway and Walter Way from 'Low-Density Vertical Mixed-Use' to 'High-Density Residential' to allow for a mixed residential development. The applicant is D. R. Horton, Atlanta East, represented by Tiffany D. Hogan. The property contains three parcels, as are listed below, in Land Lot 57 of District 12, with 79.16 +/- total acres. Original Staff Recommendation--Denial. Planning Commission's Recommendation--Denial. City Council Action on December 11, 2023--Deferral, upon the applicant's request. Current Staff Recommendation--No Action, due to the recent update of the City's Comprehensive Plan and Future Land Use Map, whereby the property now has the correct future land use designation of Low-Density Mixed-Use.
Parcel #030-01009000 – Contains 73.859 +/- acres.
Parcel #030-01009005 – Contains 3.636 +/- acres.
Parcel #030-01009006 – Contains 1.369 +/- acres.
Presented by: Ryan Anderson – Chief Planner
Item removed from the Agenda – Deferral Request made by the Applicant to be heard at a future date.
5. REZONING CASE #RZ-2023-05. The City of Stockbridge Mayor and City Council will held a public hearing on Monday, December 11, 2023 at 6:00 p.m., in the Stockbridge City Hall, located at 4640 North Henry Boulevard in Stockbridge, Georgia, to consider a request to rezone three parcels on

Davidson Parkway and Walter Way from 'C-3' (Heavy Commercial) to 'PUD' (Planned Unit Development) to allow for a mixed residential development. The applicant is D. R. Horton, Atlanta East, represented by Tiffany D. Hogan. The property contains three parcels, as are listed below, in Land Lot 57 of District 12, with 79.16 +/- total acres. Original Staff Recommendation--Denial. Planning Commission Recommendation--Denial. City Council Action on December 11, 2023--Deferral, upon the applicant's request. Current Staff Recommendation--Denial.

Parcel #030-01009000 – Contains 73.859 +/- acres.

Parcel #030-01009005 – Contains 3.636 +/- acres.

Parcel #030-01009006 – Contains 1.369 +/- acres.

Presented by: Ryan Anderson, Chief Planner

Item removed from the Agenda – Deferral Request made by the Applicant to be heard at a future date.

NEW BUSINESS

6. Council consideration to approve Change Order No. 2 for the 2024 LMIG Paving Project with East Coast Grading to include the resurfacing of Old Conyers Road from East Atlanta Road to Mays Road (City Limits) in the amount of \$451,796.50. Funding Source: GDOT Supplemental LMIG Funds \$373,698.20; SPLOST V \$78,098.30

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted the request to amend the 2024 LMIG resurfacing to include Old Conyers Rd from East Atlanta Rd. to Mays Rd., noting there have been a number of complaints about the condition of the roads that are heavily travelled near Stockbridge Middle and High schools.

Mayor Pro Tem Berry noted Flippen Road has received equal complaints and is also a major roadway in the city.

Mr. Aaron noted Flippen Rd. would be a major financial undertaking to resurface, whereas the additional \$300,000+ will not resolve the issues on Flippen Rd.

Councilmember Alexander noted that the roads were annexed into the city of Stockbridge in sub-standard condition from the County, and the County should not be let off the hook for neglecting these former County roads for decades.

Mr. Aaron noted the City of Stockbridge, and the Henry County are working on a joint project to resurface portions of Valley Hill Road where the County has allotted \$110,000 and referenced the proposed grant funding via ARC for additional City/County road projects.

Councilmember Alexander recommended Mr. Aaron should speak with the County to partner with funding on the Old Conyers Rd. project.

Mr. Aaron noted he has been in talks with the County, and they have no intention of providing funding for Old Conyers Rd.

Councilmember Barber referenced the talks with Mr. Aaron, and the County Chair, Cheri Matthews, and District 2 Commissioner Robinson, noting only Valley Hill Rd. was addressed and believes the City should move forward with what has already been allocated.

Councilmember Alexander stressed the fact that the City can only do roadwork within the city limits, and that the schools are all in the County, noting the roads will remain unchanged unless the County commits to doing the additional roadwork.

Motion to approve Change Order No. 2 for the 2024 LMIG Paving Project with East Coast Grading as recommended by staff was made by Councilmember Barber; seconded by Councilmember Gantt. The motion passed unanimously 5-0.

DISCUSSION

7. Council discussion of Amphitheater Marketing Budget
Presented by: Decius Aaron, Public Works Director
Mayor Ford suggested the Council convene for Executive Session noting the discussion items includes real estate and the item will be heard following Executive Session.
8. Council discussion of Amphitheater Parking
Presented by: Decius Aaron, Public Works Director
Councilmember Barber requested a map for concert goers to locate the areas around the Amphitheater for free and paid parking.

Mr. Aaron confirmed that there are 91 newly paved parking spaces on North Lee Street.

Councilmember Alexander noted there is now a curb on East Atlanta Road in front of the lot across from city hall, and therefore cannot be accessed from East Atlanta Rd. due to the beautification of the area with new plantings and landscaping, and that there would need to be signage put in place directing concert goers to Harrell Street.

Councilmember Gantt noted the Amphitheater Consultant, Mr. Young should be in attendance to address questions and concerns regarding parking.

Councilmember Barber the downtown area is in Council District 4, and as the representative of the area, she has received a number of complaints from homeowners and businesses regarding parking issues around the Amphitheater, and noted there have been attendants in the area collecting parking fees for property that they did not own, and wants the issues addressed and remedied prior to the upcoming concert season to include a map of parking areas.

Councilmember Alexander noted the city cannot regulate privately owned businesses and agrees the improper charging for parking needs to cease.

Motion to task staff with revising the original map of designated parking and present a new map noting free and paid parking areas and show the Rideshare locations during the April 30, 2024 Work Session was made by Councilmember Barber; seconded by Councilmember Thomas. The motion passed unanimously 5-0.

UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates, locations and times are subject to change or contact City Hall offices at 770-389-7900 or visit the website www.stockbridgega.org for updates.

- Citywide Development Authority Meeting, 2nd Tuesday of each month, 6:00 p.m.- City Hall Levi Meeting Room (Apr 9)
- The Main Street Advisory Board Meeting scheduled for Friday, April 12th has been canceled. The Board will meet on Saturday, April 13th at 9am for a Planning Retreat at the Merle Manders Conference Center (Apr 13)
- Downtown Development Authority Meeting, 3rd Tuesday of each month Welcome Center 130 M L King, Sr. Heritage Trail (Apr 16)
- Youth Council Advisory Committee Meeting, 6:30 p.m. -3rd Tuesday of each month Levi Meeting Room - City Hall (Apr 16)
- Planning Commission Meeting, 3rd Thursday of each month, 6:30 p.m. - City Hall Council Chamber - (Apr 18)
- City Council Work Session Meeting, last Tuesday of each month at 6:00 p.m. - City Hall Council Chamber (Apr 30)
- Stockbridge Citizens-Police Advisory Council meeting 1st Thursday of each month at 6:00 p.m. at the Stockbridge Police Community Room 4545 N. Henry Blvd. (May 2)
- City Council Meeting, 2nd Monday of each month at 6:00 p.m. - City Hall Council Chamber (May 13)
- Youth Council Meeting 2nd Monday of each month at 6:30 p.m. - City Hall Levi Meeting Room (May 13)

UPCOMING CITY EVENTS/INITIATIVES

- Join Mayor Anthony Ford for the monthly Meet the Mayor on Monday, April 15th from 10am – noon.
- Join Councilman Alphonso Thomas for the monthly Senior Bingo Bash on Wednesday, April 17th from 10am - 12pm at the Merle Manders Conference Center, 111 Davis Rd. for raffles, prizes, games, snacks and fun!
- Join Councilman Elton Alexander for the Campground Road Community Cleanup, Saturday, April 20th from 9am – noon. Please park at the Winslow @ Eagles Landing Pool Lot.
- Join Councilwoman Yolanda Barber in partnership with JJ Smiles for the 2024 Annual Cookout & Fundraiser for donations of Backpacks and School Supplies for K-12 students on April 20th at Clark Park from 2 – 6pm. This is a FREE Event.
- Join Councilwoman Yolanda Barber for the 2nd Annual Mother's Day Tea Brunch on Sunday, April 21st from 2pm to 5pm at the

Merle Manders Conference Center. This is a FREE event honoring mothers and the grace they carry.

- Join Mayor Anthony Ford for the Annual State of the City Address on Tuesday, April 23rd in the City Hall Council Chamber at 6:00 p.m.
- Join Mayor Pro Tem Kyle Berry for the Annual National Day of Prayer on Thursday, May 2nd in the City Hall Council Chamber at 6:30 p.m.
- Join Councilman Thomas for the Don't Trash Stockbridge initiative centered around education highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Councilman Thomas is honoring Veterans with a Continuous Salute all year long. Please send your pictures of Veterans with their name, branch, rank, and years of service.
- Join the City of Stockbridge for the Annual Memorial March on Monday, May 27th at the Merle Manders Conference Center as we remember those who gave the ultimate sacrifice. Stay tuned to the city's website and social media platforms for more information to participate or contact the Events Team at 770-389-5982.

Please contact Rosalynd Rawls to schedule an appointment for Meet the Mayor and for more information on Council Initiatives and events at 678-833-3348 or via email: rrawls@stockbridgega.org

MAYOR'S COMMENTS

Mayor Ford referenced the Solar Eclipse earlier in the day, and hoped everyone was able to view the event safely, noting the next event will take place 20 years from now; noted Spring is here, and encouraged everyone to remain healthy with annual checkups, and reminded everyone that COVID is still with us encouraged boosters and vaccinations.

Councilmember Alexander noted there will be a District 5 Community Cleanup event on Saturday, April 20th on Campground Rd. from 9am – noon.

EXECUTIVE SESSION

Motion to convene Executive Session for Personnel, Real Estate and Litigation was made by Councilmember Gantt; seconded by Alexander. The motion passed 4-1. (Councilmember Barber Opposed).

(Councilmember Gantt exited the meeting and was not present during the Executive Session)

Motion to adjourn Executive Session and sign and Affidavit was made by Councilmember Alexander; seconded by Mayor Pro Tem Berry. The motion passed unanimously 4-0. (Councilmember Gantt was not present for the vote).

Motion to reconvene the meeting was made by Councilmember Alexander; seconded by Councilmember Barber. The motion passed unanimously 4-0. (Councilmember Gantt was not present for the vote).

Motion to allocate the portion of the proceeds from the upcoming Citywide Development Authority (Confidential) sale of property for Amphitheater Marketing was made by Councilmember Alexander seconded by Mayor Pro Tem Berry. The motion passed unanimously 4-0. (Councilmember Gantt was not present for the vote).

Motion to adjourn the meeting at 7:40 p.m. was made by Councilmember Alexander; seconded by Mayor Pro Tem Berry. The motion passed unanimously 4-0. (Councilmember Gantt was not present for the vote).

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor

Henry County Transportation Advisory Group (TAG)

Quarterly Update

April 30, 2024

2024 Quarterly Update

- ◆ Henry County Road Projects Update - SPLOST and TSPLOST
- ◆ I-75 Commercial Vehicle Lanes Traffic Impact Study Results
- ◆ Henry County Transit Service Update
- ◆ Henry County Transportation Planning Update
- ◆ Other Group Member Introduced Topics

2024 Quarterly Update

◆ Henry County Road Projects Update - SPLOST and TSPLOST

◆ Major Road Projects Underway

- ◆ **Rock Quarry Road (TSPLOST):** Widening project from Hospital Drive to State Route 138. Right of Way acquisition is complete. Let date delayed until September 2024 due to restrictive covenant and environmental permitting
- ◆ **Western Parallel Connector:** GDOT project. This project will help reduce congestion and increase the capacity of the traffic corridor. Henry County is acquiring Right of Way. Right of Way acquisition is in progress. 9 parcels acquired from 22 total parcels. Construction 2024.
- ◆ **New Interchange on I-75 at Bethlehem Road:** GDOT Project. Construction 2025.
- ◆ **US 23/State Route 42 Widening:** GDOT Project. Widening project from SR 138/North Henry Boulevard in Henry County to I-675 in Clayton County. Construction 2023. Completion 2027.
- ◆ **US 23/State Route 42 Widening:** GDOT Project. Widening from downtown McDonough to SR 138/North Henry Boulevard in Stockbridge. ROW acquisition 2027-2028. Construction 2030.

2024 Quarterly Update

- ◆ Henry County Road Projects Update - SPLOST and TSPLOST continued
 - ◆ 2023/2024 LMIG Resurfacing - Contract awarded February 2024

II. PROJECT ROAD LIST AND LIMITS

A. The following roads are authorized to be reclaimed and resurfaced:

1. Grove Springs Road from Locust Road to Shelley Lane
2. Indian Spring Drive from south end to north end
3. Shelley Lane from Indian Spring Drive to north end
4. Flakes Road from Flat Rock Road to Old Conyers Road
5. Dorsey Road from SR 20 to North Dorsey Road
6. Mallard Lane from Pintail Way to end
7. Pintail Way from Mallard Lane to end
8. Belair Drive from East Atlanta Road to Flat Rock Road
9. Cook Drive from Clark Drive to Mill Road
10. Fawn Crossing from Flat Rock Road to Old Conyers
11. Thicket Trail from Hwy 155 North to east end
12. Nails Creek Court from Nail Creek Trail to end
13. Nails Creek Trail from The Farm Road to end
14. Oak Ridge Court from Flat Rock Road to east end
15. Smoke Rise Court from Flat Rock Road to northeast end
16. Monroe Drive from Lake Dow Road to Upchurch Road
17. Berry Court from Monroe Drive to end
18. Zack Court from Monroe Drive to end
19. Honey Lane from Honey Creek Road to end
20. Dickerson Cove Drive from Miller's Mill Road to south end
21. Rosebud Lane from Jonesboro Road to Rosewood Drive
22. Rosehill Drive from Rosewood Drive to Rosewood Drive
23. Rosewood Drive from Jonesboro Rad to Rosehill
24. Bridges Road from McDonough Parkway to SR 20
25. Oak Bend Drive from Flat Rock Road to end
26. Crown Corners Drive from East Lake Parkway to end
27. Glen Oaks Court from Crown Corners to end
28. Rowanshyre Way from Mt. Carmel to Rowanshyre Circle
29. Rowanshyre Circle from end to end
30. Shyre Lake Lane from south end to north end
31. Westwinds Trail from Windward Hills to Windward Hills
32. Windward Hills from Mill Road to Shyre Lane
33. Nail Drive from City Limits to SR 81

2024 Quarterly Update

- ◆ I-75 Commercial Vehicle Lanes (CVL) Traffic Impact Study Results
 - ◆ The truck-only lanes will not adversely affect traffic along the northbound corridor because trucks will merge from the right onto an auxiliary lane that merges back to I-75 general purpose lanes.
 - ◆ The auxiliary lane will begin north of Bethlehem Road and extend north to the off ramp at Exit 216: SR 155/North McDonough Road. Then the auxiliary lane will continue at the Exit 216 on ramp and extend to the off ramp at Exit 218; SR 20/Hampton-McDonough Road.
 - ◆ Traffic flow would be even better if the truck-only lanes were extended to I-675. Extension will be expensive due to all the existing developments.
 - ◆ The total project cost for the current I-75 CVL project is estimated in a range of \$1.23 billion to \$1.36 billion, including preliminary concept, right-of-way, and construction. When accounting for GDOT's proposed design, build, finance, and maintain model for the project delivery, the Developer will be responsible for the final design, construction, and financing of the project, which is currently estimated at \$4.2 billion.
 - ◆ An additional \$540 million to \$598 million to extend the I-75 CVL lanes to the I-675 interchange. When account for the estimated costs for the final design, construction, and financing of the extension, the total cost is estimated at \$1.85 billion.

2024 Quarterly Update

◆ I-75 Commercial Vehicle Lanes Traffic Impact Study Results

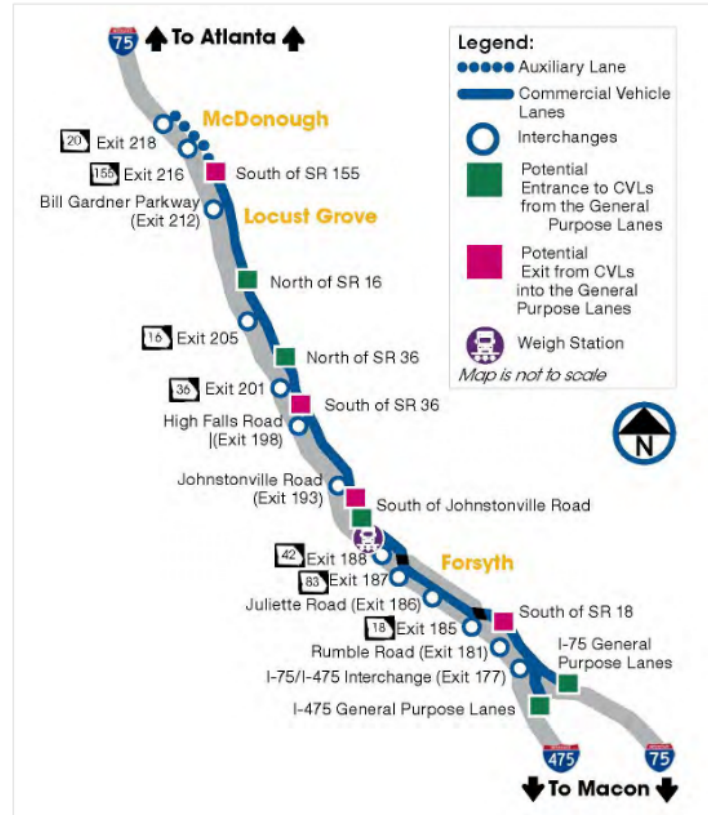
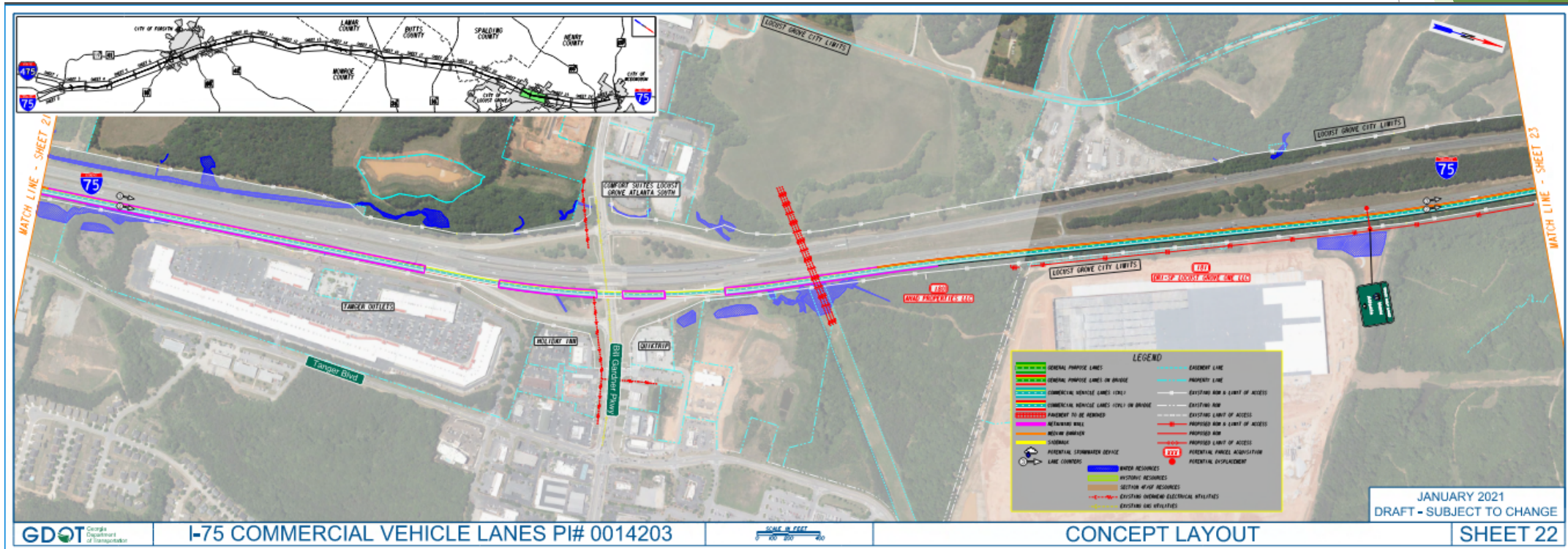


Figure 2: P.I. 0014203 I-75 CVL Project Limits

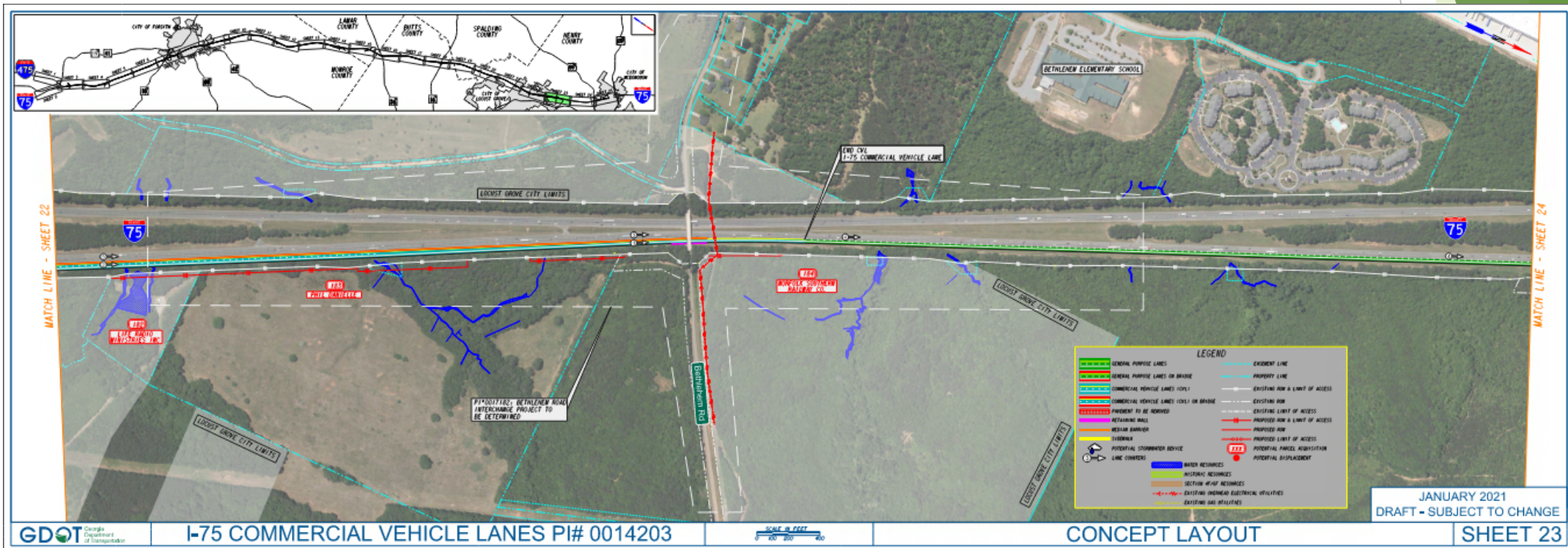
2024 Quarterly Update

◆ I-75 Commercial Vehicle Lanes (CVL) Traffic Impact Study Results



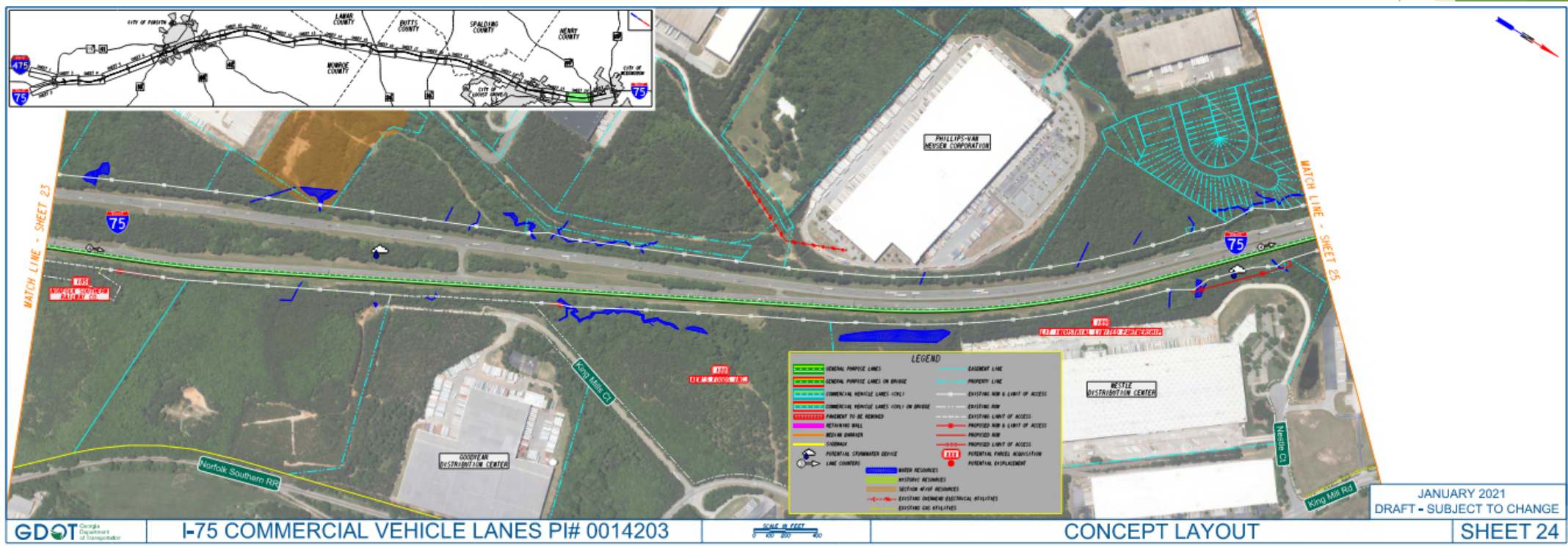
2024 Quarterly Update

◆ I-75 Commercial Vehicle Lanes (CVL) Traffic Impact Study Results



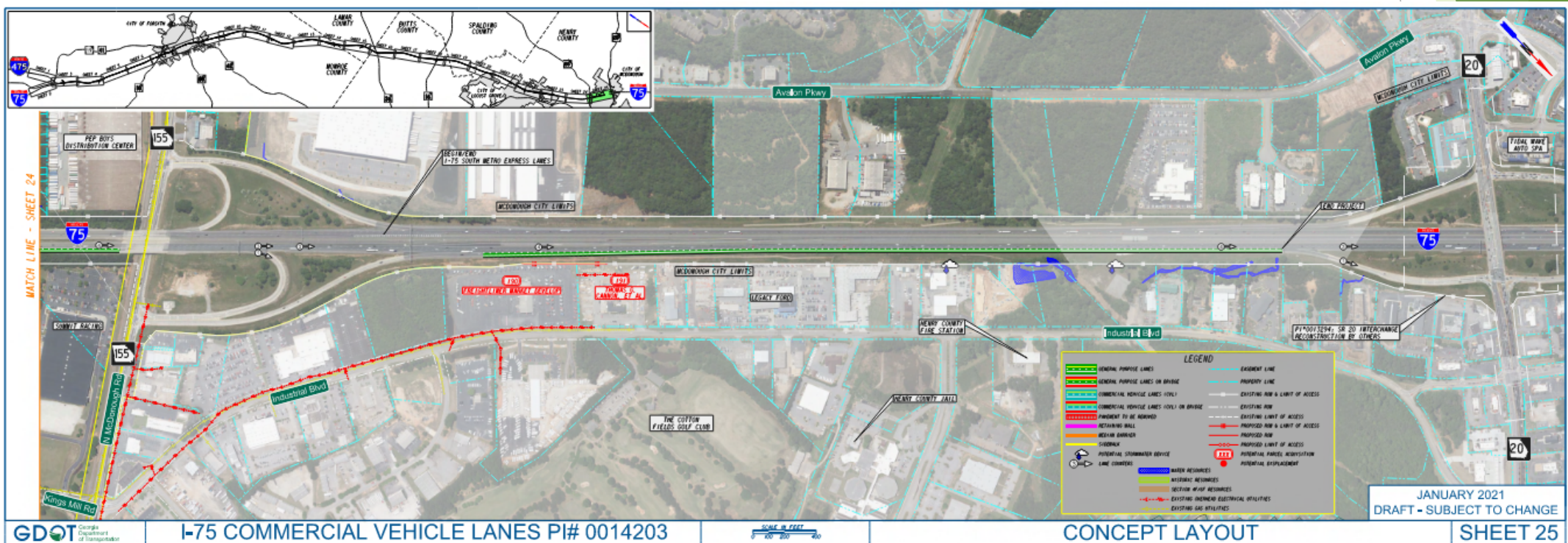
2024 Quarterly Update

◆ I-75 Commercial Vehicle Lanes (CVL) Traffic Impact Study Results



2024 Quarterly Update

◆ I-75 Commercial Vehicle Lanes (CVL) Traffic Impact Study Results



2024 Quarterly Update

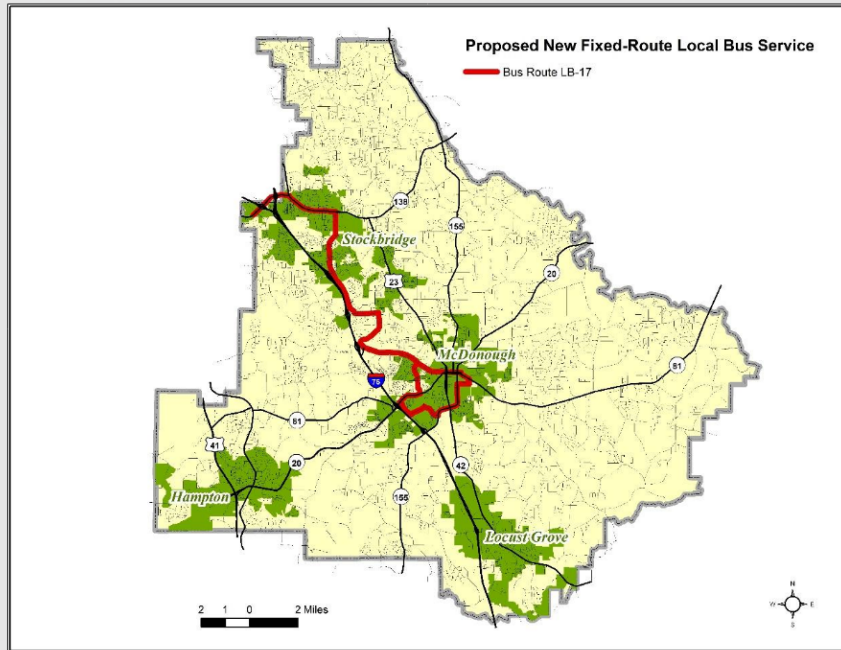
◆ Henry County Transit Service Update

- ◆ Henry County launched microtransit service in partnership with Via on Monday, January 29, 2024. The service is available in the McDonough zone. One-way ride is \$5.00. Rides may be requested using the Henry Connect app.
- ◆ A new fixed-route local bus service corridor is being planned from McDonough Square through the City of Stockbridge to the Henry County-Clayton County line in July 2024. Bus stop locations are currently being planned for the proposed route.

2024 Quarterly Update

- ◆ Henry County Transit Service Update continued

Henry County Transit Service



Micro-transit/on-demand transit service

stockbridge
Where Community Connects

2024 Quarterly Update

◆ Henry County Transportation Planning Update

Special Purpose Local Option Sales Tax VI



HENRY COUNTY
Georgia
Henry Counts. Henry Committed.

SPLOST VI
Meeting Dates
SPECIAL PURPOSE LOCAL OPTION SALES TAX

9 Jan. 2024
Kick-off committee meeting at Admin Building 6:30 pm.

13 Feb. 2024
District 2 meeting at Village Center at North Henry 6:30 pm.

12 Mar. 2024
District 4 meeting at JP Mossley Rec. Center 6:30 pm.

9 Apr. 2024
Final Committee meeting at Admin Building 6:30 pm.

23 Jan. 2024
District 1 meeting at Locust Grove Event Center 6:30 pm.

27 Feb. 2024
District 3 meeting at Heritage Senior Center 6:30 pm.

28 Mar. 2024
District 5 meeting at Nash Farm 6:30 pm.

Committee Members:

- Chair - Travis Wynes
- DISTRICT I - Oliver Hawkins
- DISTRICT II - Rodney Lemons
- DISTRICT III - Craig Burns
- DISTRICT IV - Anne Fields
- DISTRICT V - Denise Sylvia
- County Manager - Lourdes Kearney

Locations:

- Administration Building - 1401 Henry Parkway, McDonough
- Locust Grove Event Center - 280 Mose Brown Drive Locust Grove
- Village Center at North Henry - 750 Fairview Road, Ellenwood
- Heritage Senior Center - 1050 Florence McCarty Blvd, McDonough
- J.P. Mossley Recreation Center - 1041 Millers Hill Road, Spalding
- Nash Farm Park - 4360 Jonesboro Road, Hampton

Contact Us 770-288-6000 henrycountygga.gov/50

- SPLOST VI referendum planned for November 5, 2024
- One percent (1%) additional sales tax to fund capital projects
- SPLOST meetings to seek input from county residents

2024 Quarterly Update

◆ Henry County Transportation Planning Update continued

ARC TIP Solicitation

Henry County **DRAFT** project list for funding request:

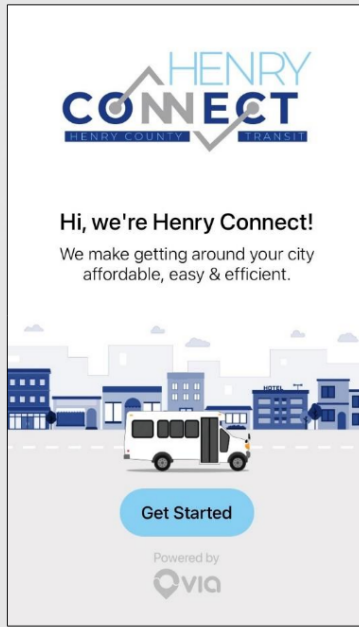
RANK	PROJECT	ESTIMATED COST	FEDERAL FUND REQUEST (80%)	LOCAL MATCH (20%)	SOURCE OF LOCAL MATCH
1	Oak Grove Road Widening from Jonesboro Road to Jodeco Road, Preliminary Engineering Phase				SPLOST VI
2	Mill Road Widening from Peachtree Peddlers to SR 81, Preliminary Engineering Phase	\$2,500,000	\$2,000,000	\$500,000	SPLOST VI
3	Eagles Landing Parkway/Hudson Bridge Road/East Lake Parkway, Road Resurfacing, from Jodeco Road to SR 155				SPLOST VI
4	Willow Lane Widening from SR 20 to Bridges Road, Preliminary Engineering Phase	\$2,000,000	\$1,600,000	\$400,000	SPLOST VI
5	Jonesboro Road Resurfacing from I-75 to Rosebud Lane				SPLOST VI
6	Camp Creek Greenway, Engineering & Design Phase	\$1,330,000	\$1,064,000	\$266,000	SPLOST VI

- ARC – Atlanta Regional Commission
- TIP – Transportation Improvement Program
- ARC will solicit transportation projects in March-May 2024 from the local governments to provide federal transportation funds

2024 Quarterly Update

- ◆ Henry County Transportation Planning Update continued

Henry Connect Microtransit Service

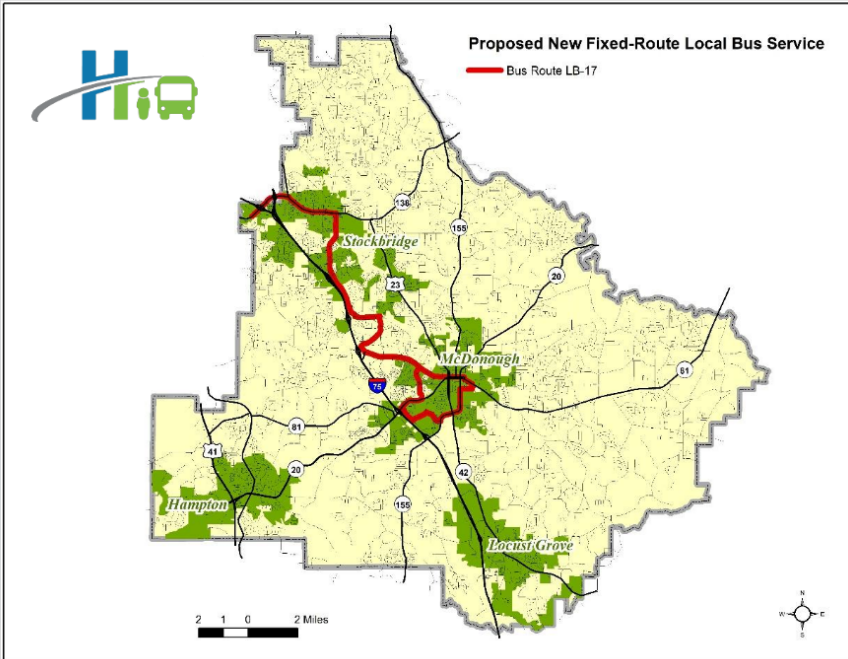


- Launch of microtransit/on-demand transit service on Monday, January 29, 2024 in partnership with Via

2024 Quarterly Update

- ◆ Henry County Transportation Planning Update continued

Henry County Bus Stops Creative Placemaking Plan



- Develop transit-friendly creative placemaking concepts for new bus route
- Kicked off in December 2023
- Launch bus service in July 2024

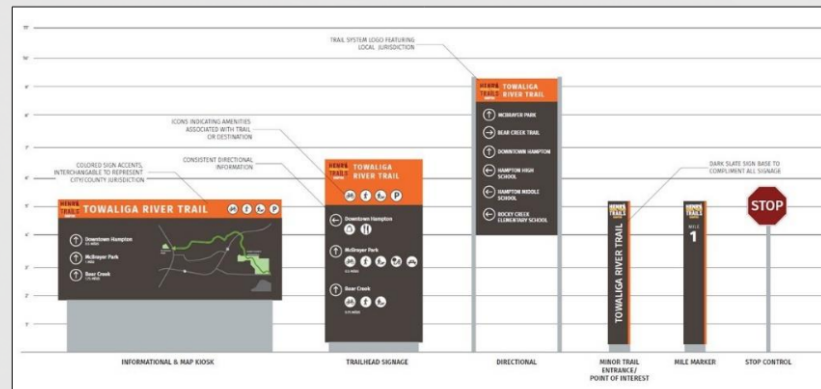
2024 Quarterly Update

◆ Henry County Transportation Planning Update continued

Henry County Trails Wayfinding Plan



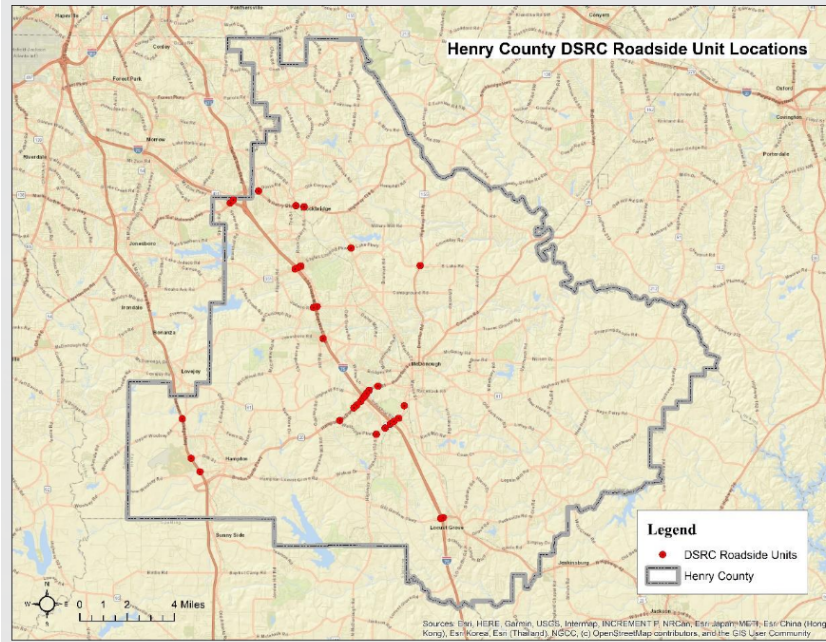
- Project kicked off in October 2023
- To be completed by June 30, 2024
- Develop specifications for trail signage
- Take the online survey by January 31, 2024



2024 Quarterly Update

- ◆ Henry County Transportation Planning Update continued

Connected Vehicle Technology Deployment



- 32 roadside units deployed to date
- 45 onboard units installed in Henry County Fire Department vehicles
- Applied for SMART grant



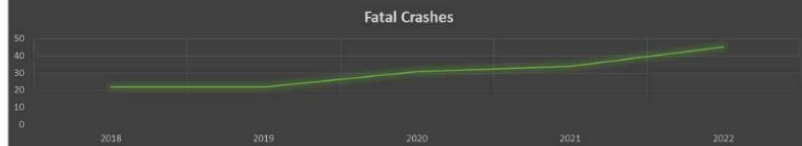
2024 Quarterly Update

- ◆ Henry County Transportation Planning Update continued

Henry County Comprehensive Safety Action Plan

Henry County Crash Trend 2018-2022

	2018	2019	2020	2021	2022
Total Crashes	12,290	12,548	10,938	13,595	13,172
Injury Crashes	2,495	2,647	2,336	2,917	2,874
Total Injured	3,668	4,075	3,446	4,342	4,300
Fatal Crashes	22	22	31	34	45
Total Fatalities	25	28	133	37	48
Commercial Vehicle Crashes	789	789	682	835	847
Property Damage Crashes	9,773	9,879	8,571	10,644	10,253
Private Property Crashes	2,471	2,380	2,182	2,505	2,333
Work Zone Crashes	301	393	197	253	191
Hit and Run	1,690	1,653	1,604	2,062	1,833



Source: Georgia Electronic Accident Reporting System (GEARS)

- Grant awarded in October 2023
- Henry County to enter into a contract with the Federal Highway Administration to receive the grant
- All four municipalities have been invited to develop a joint city-county safety action plan
- McDonough and Locust Grove have indicated their interest in joining this project

2024 Quarterly Update

◆ Other Group Member Introduced Topics

- ◆ Suggested combining the widening of Oak Grove Road and the widening of Willow Lane into one project because they are the same road when submitting federal funding request to the Atlanta Regional Commission. He also asked about the construction schedule of Western Parallel Connector.
- ◆ Inquired about the lack of municipal government representation on the SPLOST VI Committee. Asked about the prospect of widening Jonesboro Road east of I-75.
- ◆ There was a discussion on the current development of multifamily housing and the inadequate road infrastructure to handle the additional traffic such developments are expected to generate.

2024 Quarterly Update

- ◆ For More Information:
 - ◆ Visit the Henry County website at: <https://www.co.henry.ga.us/>.
 - ◆ At the top-right corner on the home page, click “Departments”.
 - ◆ From the drop-down menu, select “Transportation Planning”
 - ◆ Info on Major Projects and Federally-Funded Transportation Projects
- ◆ Locally-Funded Transportation Projects
 - ◆ <https://www.co.henry.ga.us/SPLOST>



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: CONSENT AGENDA

DEPARTMENT: YOUTH COUNCIL ADVISORY COMMITTEE

ITEM/PROJECT/EVENT: ANNUAL SENIOR CEREMONY & BANQUET

Council consideration to approve the youth council's use of the Council Chamber and Levi room for their senior banquet in May 2024. The Youth Council will select a date when both spaces are available.

BACKGROUND INFORMATION:

The YC and YCAC are requesting approval to hold their Annual Senior Ceremony and Banquet in the Council Chamber and Levi Room. The date will be determined based on the availability of both spaces.

Dawn Holiday

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT: NO BUDGET

ADJUSTMENT IS REQUIRED

ATTACHMENTS:



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Councilwoman Yolanda Barber

DEPARTMENT:

Governing Body

ITEM/PROJECT/EVENT:

Request use of the Merle Manders Conference Center on Sunday, June 2, 2024 for a Father's Day Event from 2pm - 5pm.

BACKGROUND INFORMATION:

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT \$

ATTACHMENTS:

☐

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

Staff Signature_____



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
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- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Ariel Shaw

DEPARTMENT:

Citywide Development Authority

ITEM/PROJECT/EVENT:

Request use of the Amphitheater Green Room for an Open Broker's Event on Wednesday, August 21, 2024 from 4pm - 9pm.

BACKGROUND INFORMATION:

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT \$

ATTACHMENTS:

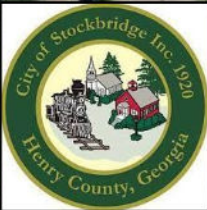
☐

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

Staff Signature_____



Amphitheater Parking



Legend

Amphitheater Parking

Type of Parking

-  Amphitheater Pre-Paid Parking
-  Free
-  Food & Drinks Near Amphitheater



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
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- ☐ PAYMENT APPROVAL
- ☐ OTHER

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Lighting proposals from GA Power.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval of GA Power lighting proposals for enhanced streetlights.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$79,927.00

ATTACHMENTS: ☒

GA POWER LIGHTING PROPOSALS

2024

	A	B	C	D	E	F	G	H	I
	Location				Number of Lights		Wattage	Monthly Cost	Annual Cost
1									
2									
3	Walt Stephens Road				59		120	\$ 2,018	\$ 24,214
4	Valley Hill Road				46		120	\$ 1,573	\$ 18,878
5	Jodeco Road				25		250	\$ 1,546	\$ 18,555
6	Davis Road				22		120	\$ 782	\$ 9,388
7	Shields Road				19		120	\$ 741	\$ 8,892
8									
9	Total				171			\$ 6,661	\$ 79,927



City of Stockbridge
4640 N. Henry Blvd
Stockbridge, GA
RE: Shields Rd

April 19, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following solution for an LED lighting installation:

Shields Rd: Highway 42 to Davis

- Install twenty-two (19) new 120w Archeon LED fixtures
- Install eight (8) new 35' wooden poles
- Install approximately 2,960' of new overhead conductor
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance

Service Agreement:

Standard Service Agreement: 1-month initial term, automatically renews month to month after the initial term. Georgia Power retains ownership of the system/installed components.

Prepayment Required = \$0.00
Monthly service fee = \$741.28

Prepayment = \$35,118.00
Monthly Service Fee = \$414.20



Cooper Lighting Archeon Fixture



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services

770-550-2028
jocobb@southernco.com



City of Stockbridge
4640 N. Henry Blvd
Stockbridge, GA
RE: Valley Hill Road

March 8, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following solution for an LED lighting installation:

Valley Hill Rd: Highway 42 to E. Atlanta

- Install forty-six (46) new 120w Archeon LED fixtures
- Install approximately 3,920 of new overhead conductor
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance

Service Agreement:

Standard Service Agreement: 1-month initial term, automatically renews month to month after the initial term. Georgia Power retains ownership of the system/installed components.

Prepayment Required = \$0.00
Monthly service fee = \$1,573.20

Prepayment = \$63,536.00
Monthly Service Fee = \$1,002.80



Cooper Lighting Archeon Fixture



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services

770-550-2028
jocobb@southernco.com

Lighting Services Agreement



Project # LP91774

Customer Legal Name CITY OF STOCKBRIDGE DBA _____
Service Address 10 VALLEY HILL RD STOCKBRIDGE GA 30281 County Henry - GA
Mailing Address 4640 N HENRY BLVD STOCKBRIDGE GA 30281
Email daaron@cityofstockbridge-ga.gov Tel # 770-474-1232 Alt Tel # _____
Tax ID# 5620 Business Description MUNICIPALITY

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

Selected Components				
Action	Qty	Wattage	Type	Description
INS	46	120	LED	Area
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$1,380.46		\$192.74	\$1,573.20	
			Term (Months)	1

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

Project Notes:
Install 46 - 120 watt area fixtures along Valley Hill Rd from Highway 42 to F Atlanta

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

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

Type	Customer	Tariff	Content	Pre-Payment (\$)
NESC	Gov	EOL	NLC	\$0.00

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

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joe Cobb
Print Title:	Print Title: Account Exec
Date:	Date:



City of Stockbridge
4640 N. Henry Blvd
Stockbridge, GA
RE: Walt Stephens Rd

March 8, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following solution for an LED lighting installation:

Walt Stephens Rd: Blackhall to Flippen

- Install fifty-nine (59) new 120w Archeon LED fixtures
- Install approximately 5,640' of new overhead conductor
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance

Service Agreement:

Standard Service Agreement: 1-month initial term, automatically renews month to month after the initial term. Georgia Power retains ownership of the system/installed components.

Prepayment Required = \$0.00
Monthly service fee = \$2,017.80

Prepayment = \$81,442.00
Monthly Service Fee = \$1,286.20



Cooper Lighting Archeon Fixture



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services

770-550-2028
jocobb@southernco.com

Lighting Services Agreement



Project # LP92110

Customer Legal Name CITY OF STOCKBRIDGE DBA _____
Service Address 10 Walt Stephens Rd STOCKBRIDGE GA 30281 County Henry - GA
Mailing Address 4640 N HENRY BLVD STOCKBRIDGE GA 30281
Email daaron@cityofstockbridge-ga.gov Tel # 770-474-1232 Alt Tel # _____
Tax ID# 5620 Business Description MUNICIPALITY
Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	59	120	LED	Area
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$1,770.59		\$247.21	\$2,017.80	
			Term (Months)	1

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

Project Notes:
Install 59 new 120 watt fixtures along Walt Stephens Rd.

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

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

Type	Customer	Tariff	Content	Pre-Payment (\$)
NESC	Gov	EOL	NLC	\$0.00

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

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joe Cobb
Print Title:	Print Title: Account Exec
Date:	Date:



City of Stockbridge
4640 N. Henry Blvd
Stockbridge, GA
RE: Jodeco Rd: I-75 to Chambers Rd

March 8, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following solution for an LED lighting installation:

Jodeco Rd: I-75 to Chambers Rd

- Install 9 new 35' wood poles
- Install twenty-five (25) new 250w Archeon LED fixtures
- Install approximately 4,480' of new overhead conductor
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance

Service Agreement:

Standard Service Agreement: 1-month initial term, automatically renews month to month after the initial term. Georgia Power retains ownership of the system/installed components.

Prepayment Required = \$0.00
Monthly service fee = \$1,546.25

Prepayment = \$53,152.00
Monthly Service Fee = \$779.00



Cooper Lighting Archeon Fixture



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services

770-550-2028
jocobb@southernco.com

Lighting Services Agreement



Project # LP92109

Customer Legal Name Stockbridge City Of DBA _____
Service Address 2200 Jodeco Rd Stockbridge GA 30281 County Henry County
Mailing Address 4650 N. Henry Blvd Stockbridge GA 30281
Email daaron@cityofstockbridge-ga.gov Tel # _____ Alt Tel # _____
Tax ID# _____ Business Description Municipality

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

Selected Components

Action	Qty	Wattage	Type	Description
INS	25	250	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$1,327.25	\$219.00	\$1,546.25	1	

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

Project Notes:

Install 25 new 250 watt led fixtures, as well as 9 new 35' wood poles with approximately 4,500' of new overhead conductor for the Jodeco Rd corridor from I-75 to Chambers Rd

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

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

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

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

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joe Cobb
Print Title:	Print Title: Account Exec
Date:	Date:



City of Stockbridge
4640 N. Henry Blvd
Stockbridge, GA
RE: Davis Rd

March 21, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following solution for an LED lighting installation:

Davis Rd: Highway 42 to Parkwood

- Install twenty-two (22) new 120w Archeon LED fixtures
- Install approximately 2,340 of new overhead conductor
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance

Service Agreement:

Standard Service Agreement: 1-month initial term, automatically renews month to month after the initial term. Georgia Power retains ownership of the system/installed components.

Prepayment Required = \$0.00
Monthly service fee = \$782.32

Prepayment = \$29,810.00
Monthly Service Fee = \$479.60



Cooper Lighting Archeon Fixture



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services

770-550-2028
jocobb@southernco.com



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☒ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☒ SEWER FUND BALANCE
- ☒ IMPACT FEES
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Invitation To Bid (ITB) Number 2024-0002, City of Stockbridge – Walter Way, Pine View, and Memorial Park Lift Station Rehabilitations.

BACKGROUND INFORMATION:

The Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, SOL Construction LLC., Invitation To Bid (ITB) Number 2024-0002, for the City of Stockbridge Walter Way, Pine View, Walter Way Lift Station Rehabilitations, in the total amount of **\$2,704,086.87**.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER *Sanantha Embry* 04.10.2024

CITY ATTORNEY *Sanantha Embry*

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$2,704,086.87

ATTACHMENTS: ☒

STAFF RECOMMENDATION:

The Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, SOL Construction, LLC., Invitation To Bid (ITB) Number 2024-0002, for the City of Stockbridge Walter Way-Pine View-Memorial Park Lift Station Rehabilitations in the amount of **\$2,704,086.87**.

The Procurement Division solicited Invitation To Bid (ITB) Number 2024-0002 Walter Way, Pine View, Memorial Park Lift Station Rehabilitations for the City of Stockbridge, to SOL Construction, LLC, to furnish all materials and equipment and to perform all labor necessary to complete the Walter Way, Pine View and Memorial Park lift station rehabilitation improvements shown on the Drawings and as specified within the Invitation to Bid, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, temporary bypass connection, temporary bypass pumping, wet well rehabilitation, generator, valve vault, piping, valves, fencing, site work, wet well top, manholes, pumps, soil erosion and sediment control and grassing at the lift station site, construction exit, electrical, mechanical, painting and other appurtenances necessary to provide a complete and working installation as shown on the drawings and as specified in the Contract documents.

Section 3.30.100 - Competitive sealed bids, Approval of Bid. All bid awards for amounts greater than fifty thousand dollars (\$50,000.00) (cost or revenue) shall be approved by the City Council.

Funding Sources

Fund Balance	\$1,404,086.87
SPLOST V	\$1,000,000.00
Sewer Impact Fees	\$300,000.00
Total	\$2,704,086.87

Exhibit 1—Bid Tabulation

BID TABULATION FOR ALL BIDS
 RECEIVED AT THE CITY OF STOCKBRIDGE
 4640 NORTH HENRY BLVD., STOCKBRIDGE, GA 30281
 On March 28, 2024 @ 3:00 PM

CARTER & SLOOPE, INC.
 CONSULTING ENGINEERS
 1031 Stonebridge Parkway
 Watkinsville, GA 30677

PROJECT:
 CITY OF STOCKBRIDGE
 Walter Way, Pine View, & Memorial Park Lift Station Rehabilitation
 C&S PROJECT NO.: S9100.046

BIDDERS:

Sol Construction LLC
 4120 Presidential Pkwy Ste 115
 Atlanta, GA 30340

Allsouth Constructors, Inc.
 9124 North Park Drive
 Covington, GA 30014

Item No.	QTY.	UNIT	Item Description	Unit Cost	Total Cost	Unit Cost	Total Cost
1. Walter Way Lift Station Rehabilitation Lump Sum							
1001	1	LS	Bidder agrees to furnish all materials and equipment and to perform all labor necessary to complete the lift station rehabilitation improvements shown on the Drawings and as specified herein, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, temporary bypass connection, temporary bypass pumping, wet well rehabilitation, generator, valve vault, piping, valves, fencing, site construction exit, electrical, mechanical, painting and other appurtenances necessary to provide a complete and working installation <u>except for furnishing</u> the Major Mechanical Equipment scheduled in Item 2. The cost of furnishing the items listed in Item 2 shall be excluded from lump sum total.	\$790,000.00	\$790,000.00	\$826,252.00	\$826,252.00
2. Pine View Lift Station Rehabilitation Lump Sum							
2001	1	LS	Bidder agrees to furnish all materials and equipment and to perform all labor necessary to complete the lift station rehabilitation improvements shown on the Drawings and as specified herein, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, temporary bypass connection, temporary bypass pumping, wet well rehabilitation, pumps (two (2) at lift station plus one (1) spare), generator, valve vault, piping, valves, fencing, site work, wet well top, manholes, soil erosion and sediment control and grassing at the lift station site, construction exit, electrical, mechanical, painting and other appurtenances necessary to provide a complete and working installation <u>except for furnishing</u> the Major Mechanical Equipment scheduled in Item 2. The cost of furnishing the items listed in Item 2 shall be <u>excluded</u> from lump sum total.	\$745,000.00	\$745,000.00	\$954,730.00	\$954,730.00
3. Memorial Park Lift Station Rehabilitation Lump Sum							
3001	1	LS	Bidder agrees to furnish all materials and equipment and to perform all labor necessary to complete the lift station rehabilitation improvements shown on the Drawings and as specified herein, including, but not limited to, mobilization/demobilization, bonds, insurance, demolition, temporary bypass pumping, wet well rehabilitation, pumps, valve vault, piping, valves, fencing, site work, wet well top, soil erosion and sediment control and grassing at the lift station site, construction exit, electrical, mechanical, painting and other appurtenances necessary to provide a complete and working installation <u>except for furnishing</u> the Major Mechanical Equipment scheduled in Item 2. The cost of furnishing the items listed in Item 2 shall be <u>excluded</u> from lump sum total.	\$521,000.00	\$521,000.00	\$547,600.00	\$547,600.00
4. Allowances							
4001	1	EA	Supplemental Work Allowance				
4002	1	EA	SCADA Allowance				
4003	1	EA	Gas Line Relocation Allowance	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
TOTAL COST ITEMS 1-4 FOR THE AMOUNT OF:				\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
MAJOR MATERIALS AND MECHANICAL EQUIPMENT SCHEDULE				\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Section 11310 - Submersible Pumping Systems - Walter Way Lift Station					\$2,196,000.00		\$2,468,582.00
a.	Base Bid: Flygt						
b.	Accepted Equal: Grundfos						
Section 11310 - Submersible Pumping Systems - Pineview Lift Station					\$247,828.31		\$247,829.00
a.	Base Bid: Flygt				\$186,462.00		\$186,462.00
b.	Accepted Equal: Grundfos						
Section 11310 - Submersible Pumping Systems - Memorial Park Lift Station					\$154,111.57		\$154,112.00
a.	Base Bid: Flygt				\$136,209.60		\$136,210.00
b.	Accepted Equal: Grundfos						
TOTAL BID (Total of all Lump Sum, with Base Bid Major Mechanical Equipment, and Allowances)				\$106,146.99		\$106,148.00	
				\$89,391.60		\$89,392.00	
ADDITIONS / DEDUCTIONS					\$2,704,086.87		\$2,976,671.00
1.	For installing Tnemec EpoxyTec CPP Trowel-Liner in lieu of Obic or Spectrashield coating for wet well interiors						
	Add / Deduct for Walter Way						
	Add / Deduct for Pine View						
	Add / Deduct for Memorial Park			Deduct	(\$1,000.00)	Add	\$17,000.00
2.	Deduct for Multiple Lift Station Bid: If the Contractor chooses to offer bids on multiple lift stations for this Project and has determined that a deduct would result if awarded two (2) or three (3) lift stations, a deduct price may be offered below and will be deducted from the total lump sum bid price in Item No. 1 in Article 3.01; deduct the amount of:				\$0.00	Add	\$3,000.00
				Deduct	(\$2,000.00)	Add	\$1,000.00
	Deduct for award of two (2) lift stations						
	Deduct for award of three (3) lift stations			Deduct	(\$15,000.00)		\$0.00
				Deduct	(\$25,000.00)		\$0.00

Note: Cells outlined in red indicate the Major Materials and Mechanical Equipment selection used in the Total Bid Price.
Note: Sol's Total Bid price has been adjusted.

Note: Cells outlined in red indicate the Major Materials and Mechanical Equipment selection used in the Total Bid Price summation.
 Note: Sol's Total Bid price has been adjusted to include the Base Bid price in the Major Materials and Mechanical Equipment Schedule in accordance with Section 00400.
 I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on March 28, 2024.

Chad Peden PE
 James Chad Peden PE# 042771



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Purchase a utility cab tractor.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval for the purchase of a backhoe from Westpro JCB Sourcewell contract 020223-JCB (Medium Duty Construction Equipment).

SIGNATURES:

CITY MANAGER _____

CITY TREASURER Rakhee L. D. 04.10.2024

CITY ATTORNEY Sanantha Embury

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$130,748.83

ATTACHMENTS: ☒

PUBLIC WORKS BACKHOE PURCHASE

APRIL 30, 2024

	A	B	C	D	E	F
1	Equipment					Cost
2						
3	Backhoe					\$ 130,748.83
4						
5	Total					\$ 130,748.83
6						
7						
8						
9	Budget					\$ 200,000.00
10						
11	Expenditures					
12						
13	Backhoe					\$ 130,748.83
14						
15	Total					\$ 130,748.83
16						
17	Remaining Budget					\$ 69,251.17



Product Quotation

**Prepared For:
Jeff Greenway**

**City of Stockbridge
Stockbridge GA**



**Prepared By:
CRAIG JACOBS
WESPRO JCB (HL)
mobile:912-661-8208**

Image is for Indicative purpose only and may not represent exact equipment being quoted



Prepared For:
Jeff Greenway
City of Stockbridge
Stockbridge GA

Dealer Information
WESPRO JCB (HL)
918 PAUL HARRIS ROAD
GEORGIA

Prepared By:
CRAIG JACOBS
craig.jacobs@wesprojcb.com
mobile:912-661-8208
Quote Date: 03/27/24
Valid Until: 04/26/24
Quotation Reference: 412613

Model: 3CX 15HFCA

Qty: 1

Currency: USD1

Equipment Description

3CX-15 SUPER, 4WD, 2WS, 109 HP TIER 4 FINAL, 15 FT CENTERMOUNT BACKHOE WITH EXTRADIG EXTENDING DIPPER. ADVANCED EASY CONTROLS. 150A ALTERNATOR, 750 LBS COUNTERWEIGHT. INCLUDES 2 SPOOL LOADER VALVE, FLIP OVER FEET, INTERIOR MIRROR, FRONT AND REAR WORKLIGHTS, BATTERY ISOLATOR, TOOLBOX AND AUTOMATE (AUTOCHECK, AUTOIDLE, AUTODRIVE AND AUTOTHROTTLE).
3CX-15 SUPER 109 HP CM MODEL PACK
GALAXY INDUSTRIAL 14-17.5-10 AND 19.5L-24-12 AUTOSHIFT + TL AND LSD, 4WD/2WS
CAB WITH A/C HEATED AIR SUSPENSION SEAT, ENGINE BLOCK HEATER
CAB, LIVELINK,
HAMMER/BI-DIRECTIONAL PIPEWORK NO END BOOM DAMP, HVY LIFT 5/8 LOADER PIPEWORK RTD AND AUTO SRS FOR BI-DIRECTIONAL ENGLISH TERRITORY PACK
DIRECT MOUNT GP SHOVEL 92 IN, 1.4yd3, HEAVY DUTY WITH BOLT-ON-TOEPLATE
BACKHOE BUCKET - 24 IN (600MM) HEAVY DUTY 5 TEETH
100HR Inspection
500HR Service

Equipment Total	\$	130,748.83
Total Customer Sale Price	\$	130,748.83

Notes: **Standard 2YR/2000HR FULL Machine Warranty Included**

Sourcwell Contract #020223-JCB

Customer Acceptance: _____ Date _____

Dealer _____ Date _____



Budget Worksheet



Division: 42200 - PUBLIC WORKS

Account Number	Account Description	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024 PROPOSED
		ACTUAL	ACTUAL	BUDGET	YTD ACTUAL	EXPENDITURES
100-42200-511100	REGULAR EMPL. SALARIES	781,432.60	833,516.70	1,015,137.05	300,254.42	1,166,892.33
100-42200-511300	OVERTIME	6,043.45	21,555.68	35,000.00	6,092.82	35,000.00
100-42200-512100	GRP INSRNC MEDICAL/DENTAL	284,395.94	380,268.23	282,863.49	174,925.19	332,863.00
100-42200-512110	GROUP INSURANCE LIFE	2,940.59	3,178.57	8,500.00	1,695.55	13,500.00
100-42200-512111	GROUP INSURANCE VISION	1,424.83	1,672.86	2,000.00	872.92	4,500.00
100-42200-512200	MEDICARE 1.45%	11,263.43	12,219.08	15,400.00	4,362.76	20,400.00
100-42200-512400	PENSION	191,372.80	179,290.44	250,000.00	31,386.12	300,000.00
100-42200-512600	UNEMPLOYMENT INSURANCE	2,112.50	-	11,000.00	-	15,000.00
100-42200-512700	WORKER'S COMPENSATION	30,117.85	31,520.37	62,000.00	12,822.49	62,000.00
100-42200-512851	HRA, DEDUCTIBLE	4,728.38	4,172.90	35,000.00	-	40,000.00
100-42200-521201	PROFESSIONAL	-	-	25,000.00	-	25,000.00
100-42200-521230	ENGINEERING FEES	9,979.18	2,560.00	25,000.00	-	25,000.00
100-42200-522000	ROW LANDSCAPING	193,245.92	209,178.48	200,000.00	52,294.62	400,000.00
100-42200-522150	SURVEILLANCE CAMERAS	-	-	13,500.00	-	13,500.00
100-42200-522210	MAINTENANCE AGREEMENTS	342.98	171.49	500	-	5,000.00
100-42200-522220	MAINTENANCE & CLEANING	2,711.20	-	2,700.00	440.75	3,000.00
100-42200-522230	EQUIPMENT REPAIRS	21,179.73	40,379.40	35,000.00	6,499.20	35,000.00
100-42200-522241	LMIG S013642-PRC,3 STRTS	904,087.61	1,826,918.66	287,600.00	19,150.00	288,000.00
100-42200-522242	STREET/TRACK MAIN. & REP.	-	21,290.00	20,000.00	13,623.00	20,000.00
100-42200-522250	AUTO & TRUCK REPAIR	16,474.44	17,305.52	15,000.00	3,770.86	15,000.00
100-42200-522253	DAMAGE TO CITIZEN VEHICLE	201.08	700	2,500.00	-	2,500.00
100-42200-522320	RENTAL OF EQUIP & VEHICLE	3,665.41	375.25	5,000.00	-	5,000.00
100-42200-522341	COPIER RENTAL	6.47	1,979.81	5,000.00	1,090.68	5,000.00
100-42200-523245	TELECOMMUNICATIONS	13,236.58	12,924.70	-	4,261.87	5,000.00
100-42200-523310	PUBLIC NOTICES	264	394	-	90	100
100-42200-523400	PRINTING & BINDING	-	-	-	73.85	100
100-42200-523500	TRAVEL	17.92	2,338.74	3,500.00	1,213.00	3,500.00
100-42200-523600	DUES & FEES	941.9	586	1,000.00	51	1,000.00
100-42200-523700	EDUCATION & TRAINING	180	4,013.00	7,500.00	775	7,500.00
100-42200-523850	PERSONNEL SERVICE	6,604.78	60,648.02	10,000.00	13,745.55	80,000.00
100-42200-523851	UTILITY PROTECTION SERV.	-	-	-	-	5,000.00
100-42200-523930	DRUG TESTING, VACCINES	195	856	1,000.00	-	1,000.00
100-42200-523935	DRIVERS LICENSES	-	-	-	-	-
100-42200-523960	REIMBURSEMENT/REPAIRS	-	-	2,500.00	1,081.46	2,500.00
100-42200-531130	OFFICE SUPPLIES	741.75	1,442.22	1,000.00	278.32	1,000.00
100-42200-531140	SUPPLIES & MATERIALS	9,275.98	14,706.48	11,000.00	1,869.59	15,000.00
100-42200-531142	HAND TOOLS & SMALL EQUIP.	11,766.18	9,487.45	12,000.00	3,489.98	15,000.00
100-42200-531145	MOSQUITO SPRAYING	600	625	1,500.00	-	1,500.00
100-42200-531211	NTRL GAS,4545 MUNI COURT	8,412.70	9,553.77	8,500.00	2,126.93	9,000.00
100-42200-531222	GA POWER ELECTRICITY	22,035.70	30,444.99	20,000.00	8,121.58	21,000.00
100-42200-531233	STREET LIGHTS, OUTSIDE	445,969.85	465,693.92	450,000.00	127,565.82	750,000.00
100-42200-531270	ENERGY-GASOLINE/DIESEL	36,130.08	57,103.47	45,000.00	13,488.59	45,000.00
100-42200-531700	MISCELLANEOUS EXPENSE	286.69	792.28	2,500.00	174.96	2,500.00
100-42200-531710	CHRISTMAS DECORATIONS	21,201.43	162.79	15,000.00	-	15,000.00
100-42200-531720	SIGNS	11,586.90	11,945.75	10,000.00	5,532.50	10,000.00
100-42200-531740	TIRE EXPENSE	6,491.60	2,448.65	7,500.00	4,624.01	7,500.00
100-42200-531750	UNIFORMS	6,988.70	11,260.98	10,000.00	4,309.23	11,000.00
100-42200-541403	PAVING	-	24,392.52	25,000.00	-	25,000.00
100-42200-541404	SIDEWALKS	-	361,429.00	-	-	300,000.00
100-42200-542200	VEHICLES	140,092.32	-	50,000.00	131,756.00	240,000.00
100-42200-542400	COMPUTER SOFTWARE	3,539.34	3,581.30	5,500.00	-	5,500.00
100-42200-542500	EQUIPMENT	111,433.06	47,092.57	50,000.00	-	200,000.00
Division: 42200 - PUBLIC WORKS Total:		3,325,718.85	4,722,177.04	3,103,700.54	953,910.62	4,611,855.33

**Solicitation Number: RFP #020223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and JCB, Inc., 2000 Bamford Blvd., Pooler, GA 31322 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

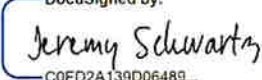
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

JCB, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/5/2023 | 8:31 PM CDT

DocuSigned by:

By: CAF1442C3A3A43D...
Ryan Connelly
Title: Government Sales Manager
Date: 4/10/2023 | 6:22 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/10/2023 | 8:33 AM CDT

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name: JCB, Inc
2000 Bamford Blvd
Address: Pooler , Georgia 31322
Contact: Ryan Connelly
Email: ryan.connelly@jcb.com
Phone: 912-447-2053
HST#: 52-0907423

Submission Details

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Submitted By: Ryan Connelly
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Transaction #: 3c7fb245-d263-4f55-ab00-22f2c5b62141
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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	JCB Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	JCB
4	Provide your CAGE code or Unique Entity Identifier (SAM):	OJKF0
5	Proposer Physical Address:	2000 Bamford Blvd. Pooler, GA 31322
6	Proposer website address (or addresses):	www.jcb.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ryan Connelly Government Sales Manager 2000 Bamford Blvd., Pooler, GA 31322 ryan.connelly@jcb.com 912-447-2053
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Connelly Government Sales Manager 2000 Bamford Blvd., Pooler, GA 31322 ryan.connelly@jcb.com 912-447-2053
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1945, Joseph Cyril Bamford founded JCB with the goal of producing the best, most innovative machines on the market while staying true to the needs of the customer. Approaching eighty years and countless innovations later, JCB has grown to become the third largest heavy equipment manufacturer in the world. And because we are still a family-owned company, our dedication to the customer remains a top priority. We answer to our customers, not a group of shareholders. That freedom allows us to concentrate on developing the latest technologies and incorporating them into our equipment. We focus on what is needed on the jobsite – a machine that holds up in the toughest environment and increases productivity. At JCB, we stand behind our products – and our name.
11	What are your company's expectations in the event of an award?	In the event of an award, our expectation is that sales through the Sourcewell contract will continue to increase. As a multi-year contract holder, JCB continues to see more and more use and awareness of the program through our Dealer network and sales teams each year. We understand the value of this procurement tool for both our customers and dealer personnel, simplifying the purchasing process and providing an equipment solution in a more efficient manner.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With JCB being a private, family-owned business, we do not release public financial/SEC statements. With that said, JCB has been in business since 1945 and in 2021 we reported our global sales revenue to be over \$5.0 billion and profit before taxes to be over \$600 million.
13	What is your US market share for the solutions that you are proposing?	~5.0%
14	What is your Canadian market share for the solutions that you are proposing?	~5.0%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have not.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	JCB is best described as an original equipment manufacturer. We have an extensive dealer network throughout the US and Canada, with over 100 full-service dealers in over 350 locations and their sales force totaling over 500 reps selling JCB products in the US and Canada everyday.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As an Original Equipment Manufacturer, we are in compliance with required ISO/SAE standards for our products. We also meet all necessary OSHA and insurance regulations required for our operations.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Construction Equipment's Top 100 Products - 512-83R (Roto) telehandler and 245XR Excavator 2021 Equipment Watch: Highest Retained Value Award - JCB Telehandlers 2021 Royal Automobile Club's Dewar Trophy - JCB Hydrogen fueled engine 2019 United Rentals Supplier of the Year	*
20	What percentage of your sales are to the governmental sector in the past three years	12%	*
21	What percentage of your sales are to the education sector in the past three years	1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pennsylvania (COSTARS) – Approximately 40 units/yr Sourcewell - Approximately 40 units/yr (increasing annually) Pennsylvania DOT - Approximately 15 units/yr North Carolina – Approximately 15 units/yr BuyBoard - Awarded Dec. 2022	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA contract held through our sub-dealers Earle Kinlaw & Associates and American Material Handling - Approximately 50 units/yr Defense Logistics Agency - Approximately 30 units/yr	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Manitoba Hydro	Stephanie Dion	431-374-5567	*
Kendall County	Don Evans	210-844-7587	*
Manchester-Shortsville Joint Sewage Treatment Plant (Village of Manchester)	Rita Gurewitch	585-289-4340	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
US Army	Government	District of Columbia - DC	HMEELC/RTF Program Sales	Approx 200 units/yr	~\$65,000,000	*
USMC/US Army/USAF - DLA	Government	Pennsylvania - PA	Construction equipment sales	Approx 30 units/yr	~\$6,000,000	*
Pennsylvania DOT	Government	Pennsylvania - PA	Construction equipment sales - BHL, MEX, WLS	Approx 15 units/yr	~\$4,000,000	*
City	Government	Texas - TX	Construction equipment sales - BHL	Approx 10 units/yr	~\$2,000,000	*
City	Government	Florida - FL	Construction equipment sales - BHL, WLS, CTL	Approx 10 units/yr	~\$2,000,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	JCB Inc. has approximately 700 employees in North America, 60 of which are field based throughout North America who serve our customers. 100% of these field-based employees are focused on the products in the RFP. Throughout our extensive dealer network, we have approximately 500 dealer salesmen with representation in all fifty States and coverage throughout Canada. All are focused on selling equipment in this RFP.
27	Dealer network or other distribution methods.	JCB has 125 authorized full sales & service Dealers across the United States and Canada with approximately 350 dealer locations. Our Direct sales teams also has relationships with many Rental Companies (i.e. United Rentals, Sunbelt Rentals, etc) that have approximately 2,500 locations across the United States.
28	Service force.	JCB has a team of dedicated District Service Managers that are field-based throughout the US and Canada and provide product support to our dealer network. All authorized JCB dealers have full trained/certified service technicians to serve and maintain Sourcwell members. At our headquarters in Savannah, GA, we have the JCB Uptime Center, which is a monitoring and response system for our Technical Support teams to provide world-class product support.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will typically be received and processed through the JCB dealer network. JCB has an established Sourcwell Sales Training Guide that is used to provide the dealer sales teams with instructions and information on the Sourcwell contract, pricing structure, order processing, and sales reporting.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	JCB understands the importance of customer service. Our Sales teams pride themselves on getting back to our customers within 24 hours on quotation requests and deliver a first-class customer experience throughout the delivery process. We feel that we have the best back-up in the business and as a result our service teams are a top priority. With 4 parts depots located in North America alone, we have coast-to-coast coverage to minimize machine down-time. AS mentioned above, we also utilize the JCB Uptime Center, which as it sounds, is used to maximize our customer's machine uptime and provide the highest level of support to our dealer product support teams.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	JCB is certainly able and willing to provide our products and services to Sourcwell members. We offer one of the widest ranges of equipment in the industry, with unique product solutions, and an extensive dealer network to both sell and support the products. We have found the Sourcwell program to be an excellent tool for both our customers and dealers and it is increasing in awareness and use, so we definitely look forward to the opportunity to continue to build-on the program.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Just like the US, JCB has an extensive dealer network in Canada, and as such, the Sourcwell program can be fully utilized and supported in Canada as it is in the US.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NOT APPLICABLE – JCB can service all areas and member sectors.
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NOT APPLICABLE – JCB can service all areas and member sectors.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	JCB has dealer presence in Hawaii and Alaska.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	To aid our sales teams, we have created a Sourcewell Sales Training Guide that both helps to promote and provide education on the program. We believe it is critically important for the sales folks to be familiar and comfortable with the program, and as you would expect, as awareness has grown so has utilization of the program. Further to that, we recently created a sales flyer for one of our machines commonly sold to governmental customers to include info on the machine and the Sourcewell contract information. We also updated the website page for that machine to include info on the Sourcewell contract (https://www.jcb.com/en-us/products/wheeled-excavators/hydradig/hydradig). The sales flyer was distributed to our dealer network for a targeted muni campaign and will be one that we look to extend to other models moving forward. Additionally, when we attend Governmental trade shows our product range literature features the Sourcewell Logo and contract information. Finally, one area of focus we have is to work with our dealers to ensure they are familiar with the participating members in their region. We have already scheduled a training calendar for 2023 with some of the key dealers to review the member's list and an overview of the program so that the program remains fresh on their minds. If awarded on the new contract, we will continue to build on these promotions and keep gaining momentum that we have achieved through the Sourcewell program.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Digital media is a critical component to our marketing strategy. We have a very active social media presence, but also have the luxury of the content that our dealer network produces in their local markets. We do also use marketing agencies to extend our reach through online advertising and will continue to promote the Sourcewell program through our various digital marketing methods.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In our experience as a contract holder, Sourcewell has provided solid support and promotion of the contract. They have connected us with interested inquirers, held training sessions for our internal and dealer sales teams, and helped to provide tools such as member list and reclaimed accounts. As I've stated, the Sourcewell award is an important tool to our sales processes and with its increasing success, we will continue to apply more focus, resources, and promotion to it.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	JCB does not have an E-procurement system.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	With every new JCB delivery, the delivering sales representative is responsible to give the Sourcewell member a "walk around" of the product showing the features and benefits and basic operational instruction. Maintenance familiarization training can be offered as an additional cost provided by our local authorized dealer and can be quoted by request. JCB does not offer an operator training/certification program but does provide operational instruction upon delivery and an operator's manual is provided with every new machine.
41	Describe any technological advances that your proposed products or services offer.	With the growing importance to reduce or eliminate emissions produced from construction equipment, JCB has been on the cutting-edge of technology developments to this challenge. Designing and building our own engine for many of our products has allowed us to engineer machine solutions that do not require aftertreatment systems. This results in significant cost savings for our customers while protecting the environment. As technology continues to develop, we have introduced several electrically powered construction equipment pieces that produce zero-emissions in operations. We are also in the process of developing our hydrogen combustion engine which will provide zero carbon emissions and revolutionize the industry. Also worth mentioning, the JCB Teleskid is the only skid steer/compact track loader of its kind in the industry, being the only skid steer/compact track loader with a telescoping boom. This product has received numerous industry awards and continues to have extremely high demand in the market.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In addition to the advances we are making to produce zero-emission equipment, we also take pride in our manufacturing policies and sustainability initiatives. We can proudly report that since 2008 we have reduced our waste output by 90%.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	2021 Royal Automobile Club's Dewar Trophy - JCB Hydrogen fueled engine
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	JCB has always been known for our unique product innovations. We are the only manufacturer of the side-door entry design skid steer/compact track loader, the safest SSL/CTL in the industry. This is a result of our Powerboom, single-arm design which allows us to have 270° of visibility. This gives us a 60% visibility advantage versus the competition. The operator can easily enter/exit the machine through the left-side door instead of having to climb through the front opening of the machine. Combined with 60% better visibility, we have the safest skid steer in the industry and certainly a value-added product to the customer. Furthermore, the JCB Teleskid (mentioned above) works off of the same technology as all other skid steers/compact track loaders but is the only telescoping boom machine of its type in the industry. JCB has the world's# 1 selling backhoe. World-wide, JCB has almost 50% backhoe market share and this is a result of the innovations we have built into the product over the last 50 years since we first invented it. From designing and producing our own engine, to the current advances being achieved with zero-emission equipment, JCB is proud of the industry solutions that we provide and continue to develop.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, the JCB warranty covers all products, parts, and labor.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The JCB Standard Full Warranty allows unlimited hours in its first year, and up to 2000 (total) hours in the 2nd year.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes – up to 50 miles	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	They will be passed on to the original equipment manufacturer.	*
51	What are your proposed exchange and return programs and policies?	JCB does not have an exchange and return program.	*
52	Describe any service contract options for the items included in your proposal.	We provide our customers with a peace of mind with our standard 2-year warranty. Additionally, our dealer network can offer service and preventative maintenance agreements to our customers on an as-needed basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30 days. Check and ACH payment accepted	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Tax-exempt Municipal lease programs are available	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As an existing contract holder for many years now, JCB has a sales force that is very familiar with the Sourcewell program and processes. We have established a Sourcewell Sales Guide that is distributed to the dealer network and provides information on the program, pricing structure, and terms. We have also simplified the sales reporting process (pin #'s issued for discount/tracking) to ensure we are capturing all sales through the program.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	JCB will list all applicable category models to be included in the contract with a discount off of List price noted for each. This price will serve as the contract price for Sourcwell members plus applicable freight. The pricing will be aggressive and better prices in comparison to non-Sourcwell members. JCB does not have SKU numbers for our equipment.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5% - 30% depending upon the product model. Please see attached spreadsheet for discounts by model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	JCB can offer volume discounts. For orders of 4 – 9 units, we can discount a further 2% points from the standard discount structure. Volume orders of 10 units or more can be evaluated on a case by case basis for additional discounts.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For non-published items, JCB will offer a 5% discount off of the Manufacturer list price.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only additional charge, other than freight/shipping, will be for the JCB Dealer's charge for pre-delivery inspection. This service allows the dealer to properly inspect and prepare the machine for final delivery to the customer. This charge will be an itemized line item on the invoice.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/delivery charges are an additional cost to the Sourcwell member. Delivery will be arranged by JCB and the local JCB dealer facilitating the transaction. Freight/delivery charges will be based on FOB Pooler, GA unless possible to arrange shipping from a closer port/location. These charges will be itemized as a line item on the invoice.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to these territories would fall under the same terms as answered in the previous question.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Since JCB manufactures our SSL/CTL and Compact Telehandler products in North America, we have the advantage of getting the product out the door faster and into the customer's hands. We have 6 ports in North America for which we receive equipment shipments, helping to reduce freight costs and expediting delivery to the customer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	With the ceiling-based pricing established, the structure allows for our dealers to provide competitive pricing and flexibility for more aggressive pricing to meet customer budgets, multi-unit transactions, and dealer on-hand stock.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	For contract sales reports - After each month concludes each Regional sales rep is tasked to report these sales to ensure contract sales are noted. As a second method to ensure contract sales are being reported, JCB issues a Sourcewell contract specific pin to dealers making Contract sales. When these sales are reported into the JCB system portal, the dealer will note the contract Pin# which is an identifier of a contract sale. To ensure proper pricing, pricing compliance is randomly audited once a month.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	JCB understands the value that the Sourcewell program provides. The dealers who are engaged and utilizing the program are experiencing greater sales success. We have implemented metrics to identify dealer municipal market share and ratios to compare Sourcewell sales to overall municipal sales.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	JCB proposes a 1.5% administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	JCB offers a full range of Medium-duty Construction equipment with attachments that includes our Worldwide market share leaders the JCB Backhoe, Rough Terrain Forklifts and Tele-handler. The JCB Skid Steer and Compact Track Loader is the safest product of its kind on the market because of the JCB Powerboom and side-door entry. JCB not only has the safest skid steer and compact track loader on the market, we have the most versatile. The JCB Teleskid is the industry's only telescoping boom skid steer or compact track loader. The JCB Wheel Loader range is designed to meet the buyer's priorities. Namely safety, efficiency, ease-of-use and maintenance, productivity, performance, reliability and comfort. The JCB Excavator range is designed to meet the customer needs with a range from a 2-ton operating weight to our minimum swing, X-series 245XR. The JCB Hydradig is a one-of-a-kind Wheeled Excavator that centers on visibility, stability, maneuverability, mobility, and serviceability. JCB newest additions to our product line up are the JCB scissor lift line as well as compact site dump trucks. Our scissor lift line ranges from 15' to 45' in platform height. Our Site dumpers have 4 and 5 cubic yard bucket capacity. All products noted can be sold thru all authorized JCB dealer locations and via JCB direct. All servicing will be done by the Sourcewell customers authorized JCB dealer.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Skid Steer and Compact Track Loaders Backhoe Loaders Rough Terrain Forklifts Telehandlers Mini-Excavators Tracked and Wheeled Excavators Wheel Loaders Access Site Dumpers Teletruk Articulated Telescopic Loader (Telemaster)

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	☒ Yes ☐ No	A range of wheel loaders from 1 yd - 4.5 yd A range of backhoe loaders from our compact 1CXT to our full-size 4CX backhoe.	*
72	Skidsteers;	☒ Yes ☐ No	A range of wheeled and tracked skid steers to include the JCB Teleskid. Safest SSL/CTL products in the market.	*
73	Mini excavators;	☒ Yes ☐ No	A range of zero-tail swing and reduced swing excavators, including an electric model	*
74	Telehandlers;	☒ Yes ☐ No	World's #1 Telehandler - Market leader	*
75	Soil compaction and site preparation equipment	☒ Yes ☐ No	Site dumpers and various attachments	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - JCB - Sourcwell Discount structure and price pages.pdf - Wednesday February 01, 2023 10:59:01
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - JCB Hydradig-Sourcwell Sales Flyer.pdf - Tuesday January 31, 2023 15:39:42
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - JCB Certificate of Warranty.pdf - Tuesday January 31, 2023 15:39:32
 - Standard Transaction Document Samples (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ryan Connelly, Government Sales Manager, JCB Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☒	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☒	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☒	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☒	1



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Purchase a utility cab tractor.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval for the purchase of a utility cab tractor from Mason Tractor Sourcewell contract 031121 (Utility Tractors & Mowers).

SIGNATURES:

CITY MANAGER _____

CITY TREASURER *Ruthel L. L. 04.10.2024*

CITY ATTORNEY *Samantha Embry*

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$55,885.26

ATTACHMENTS: ☒

PUBLIC WORKS TRACTOR PURCHASE

APRIL 30, 2024

	A	B	C	D	E	F
1	Equipment					Cost
2						
3	Tractor					\$ 55,885.26
4						
5	Total					\$ 55,885.26
6						
7						
8						
9	Original Budget					\$ 200,000.00
10	Remaining Budget					\$ 69,251.17
11						
12						
13	Expenditures					
14						
15	Tractor					\$ 55,885.26
16						
17	Total					\$ 55,885.26
18						
19	Remaining Budget					\$ 13,365.91

-- Standard Features --

-- Custom Options --



M Series

M7060HDC

UTILITY CAB TRACTOR, 4WD, HYDRAULIC-SHUTTLE
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
CRS - Common Rail Fuel Injection
Electronic Governor Control
Turbocharged with EGR Valve
4 Cyl - 203 cu. in.
^ 71 Net Eng. HP
^ 64 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 60 amps (CAB)

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
First Remote (SCD) with Self
Canceling Detents
Eight Speed Models
6.1 gpm Power Steering
11.0 gpm Remotes / 3 Pt. Hitch
@ 2770 psi
17.2 gpm Total
Cat II 3-point Hitch
At lift Point 4200 lbs.
24" Behind 3307 lbs
Telescoping Lower Links
Stabilizers
Swinging Drawbar

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2160 Eng. rpm

FRONT AXLE

Hydrostatic Power Steering
4WD Bevel Gear
Cast Iron
55 Degree turning angle
Limited Slip Differential
Adj (Rim) Tread Spacing
HDC12:
4WD Automatic braking from 2WD with
both brakes applied
Electro/hydraulic engagement of front
wheel drive

FLUID CAPACITY

Fuel Tank (Cab) 23.8 gal
Cooling System 6.6 qts
Crankcase 8.5 qts
Transmission and
Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

^ Manufacturer estimate

DRIVE TRAIN

Eight Speed Models
Four Speed Fully Synchronized
8F/8R Speeds Hydraulic Shuttle
Cassette Type Creep Speed option
Planetary
Final Drives
Rear Diff. Lock (ALL)

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO - OPC (Operator Presence
Control, Alarm 10 seconds
Electric Key Shut Off
Mechanical Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

CAB MODEL

Integral Factory ROPS Certified
Retractable Seat Belt
Flat Deck
Grammer Deluxe Seat with Armrests
Tinted Glass
Dual Level Air Conditioning & Heater
Electric A/C Controls
Front Wiper w/Washer - 2 Speed
Radio Ready, includes 2-speakers,
antenna, and wiring harness.
Left & Right Side Exterior Mirrors
2 - Front Work Lights
2 - Rear Work Lights
2 Doors, Frameless all glass
Left & Right Side Steps
Sun Visor
Tilt Steering Wheel
Interior Dome Light
Accessory Plug 12V - 15 Amp
12V 30 Amp Coupler
Cup Holder
Ashtray
Hom

LIGHTING

2 Headlights w/sidelights
2 Tail lights
4 Hazard Flasher Lights with Turn
Signals (CAB)
7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

M7060HDC Base Price: \$53,538.00

(1) FRONTER LOADER (2 LEVER TYPE QUICK COUPLER)	\$6,526.00
LA1154A-FRONT LOADER (2 LEVER TYPE QUICK COUPLER)	
(1) SELF LEVELING CONTROL VALVE KIT CAB	\$2,352.00
M7999-SELF LEVELING CONTROL VALVE KIT CAB	
(1) 72" QA SKID STEER LOADER BUCKET	\$871.00
M1811-72" QA SKID STEER LOADER BUCKET	
(1) 27 Series Rotary Cutter, 72" Width	\$5,669.00
RCF2772-01-62-27 Series Rotary Cutter, 72" Width	
Configured Price:	\$68,956.00
Sourcewell Discount:	(\$15,170.32)
SUBTOTAL:	\$53,785.68
Factory Assembly:	\$325.00
Dealer Assembly:	\$568.33
Freight Cost:	\$806.25
PD:	\$400.00

Total Unit Price: \$55,885.26

Quantity Ordered: 1

Final Sales Price: \$55,885.26

**Final pricing will be based upon pricing at the time of
final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.**

To order, place your Purchase Order directly with the quoting
dealer

SELECTED TIRES

sub86

FRONT - 14-17.5 R4 W/ 0.55" INSET

REAR - 16.00 R4 W/ 0.55" INSET

Budget Worksheet



Division: 42200 - PUBLIC WORKS

Account Number	Account Description	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024 PROPOSED
		ACTUAL	ACTUAL	BUDGET	YTD ACTUAL	EXPENDITURES
100-42200-511100	REGULAR EMPL. SALARIES	781,432.60	833,516.70	1,015,137.05	300,254.42	1,166,892.33
100-42200-511300	OVERTIME	6,043.45	21,555.68	35,000.00	6,092.82	35,000.00
100-42200-512100	GRP INSRNC MEDICAL/DENTAL	284,395.94	380,268.23	282,863.49	174,925.19	332,863.00
100-42200-512110	GROUP INSURANCE LIFE	2,940.59	3,178.57	8,500.00	1,695.55	13,500.00
100-42200-512111	GROUP INSURANCE VISION	1,424.83	1,672.86	2,000.00	872.92	4,500.00
100-42200-512200	MEDICARE 1.45%	11,263.43	12,219.08	15,400.00	4,362.76	20,400.00
100-42200-512400	PENSION	191,372.80	179,290.44	250,000.00	31,386.12	300,000.00
100-42200-512600	UNEMPLOYMENT INSURANCE	2,112.50	-	11,000.00	-	15,000.00
100-42200-512700	WORKER'S COMPENSATION	30,117.85	31,520.37	62,000.00	12,822.49	62,000.00
100-42200-512851	HRA, DEDUCTIBLE	4,728.38	4,172.90	35,000.00	-	40,000.00
100-42200-521201	PROFESSIONAL	-	-	25,000.00	-	25,000.00
100-42200-521230	ENGINEERING FEES	9,979.18	2,560.00	25,000.00	-	25,000.00
100-42200-522000	ROW LANDSCAPING	193,245.92	209,178.48	200,000.00	52,294.62	400,000.00
100-42200-522150	SURVEILLANCE CAMERAS	-	-	13,500.00	-	13,500.00
100-42200-522210	MAINTENANCE AGREEMENTS	342.98	171.49	500	-	5,000.00
100-42200-522220	MAINTENANCE & CLEANING	2,711.20	-	2,700.00	440.75	3,000.00
100-42200-522230	EQUIPMENT REPAIRS	21,179.73	40,379.40	35,000.00	6,499.20	35,000.00
100-42200-522241	LMIG S013642-PRC, 3 STRTS	904,087.61	1,826,918.66	287,600.00	19,150.00	288,000.00
100-42200-522242	STREET/TRACK MAIN. & REP.	-	21,290.00	20,000.00	13,623.00	20,000.00
100-42200-522250	AUTO & TRUCK REPAIR	16,474.44	17,305.52	15,000.00	3,770.86	15,000.00
100-42200-522253	DAMAGE TO CITIZEN VEHICLE	201.08	700	2,500.00	-	2,500.00
100-42200-522320	RENTAL OF EQUIP & VEHICLE	3,665.41	375.25	5,000.00	-	5,000.00
100-42200-522341	COPIER RENTAL	6.47	1,979.81	5,000.00	1,090.68	5,000.00
100-42200-523245	TELECOMMUNICATIONS	13,236.58	12,924.70	-	4,261.87	5,000.00
100-42200-523310	PUBLIC NOTICES	264	394	-	90	100
100-42200-523400	PRINTING & BINDING	-	-	-	73.85	100
100-42200-523500	TRAVEL	17.92	2,338.74	3,500.00	1,213.00	3,500.00
100-42200-523600	DUES & FEES	941.9	586	1,000.00	51	1,000.00
100-42200-523700	EDUCATION & TRAINING	180	4,013.00	7,500.00	775	7,500.00
100-42200-523850	PERSONNEL SERVICE	6,604.78	60,648.02	10,000.00	13,745.55	80,000.00
100-42200-523851	UTILITY PROTECTION SERV.	-	-	-	-	5,000.00
100-42200-523930	DRUG TESTING, VACCINES	195	856	1,000.00	-	1,000.00
100-42200-523935	DRIVERS LICENSES	-	-	-	-	-
100-42200-523960	REIMBURSEMENT/REPAIRS	-	-	2,500.00	1,081.46	2,500.00
100-42200-531130	OFFICE SUPPLIES	741.75	1,442.22	1,000.00	278.32	1,000.00
100-42200-531140	SUPPLIES & MATERIALS	9,275.98	14,706.48	11,000.00	1,869.59	15,000.00
100-42200-531142	HAND TOOLS & SMALL EQUIP.	11,766.18	9,487.45	12,000.00	3,489.98	15,000.00
100-42200-531145	MOSQUITO SPRAYING	600	625	1,500.00	-	1,500.00
100-42200-531211	NTRL GAS,4545 MUNI COURT	8,412.70	9,553.77	8,500.00	2,126.93	9,000.00
100-42200-531222	GA POWER ELECTRICITY	22,035.70	30,444.99	20,000.00	8,121.58	21,000.00
100-42200-531233	STREET LIGHTS, OUTSIDE	445,969.85	465,693.92	450,000.00	127,565.82	750,000.00
100-42200-531270	ENERGY-GASOLINE/DIESEL	36,130.08	57,103.47	45,000.00	13,488.59	45,000.00
100-42200-531700	MISCELLANEOUS EXPENSE	286.69	792.28	2,500.00	174.96	2,500.00
100-42200-531710	CHRISTMAS DECORATIONS	21,201.43	162.79	15,000.00	-	15,000.00
100-42200-531720	SIGNS	11,586.90	11,945.75	10,000.00	5,532.50	10,000.00
100-42200-531740	TIRE EXPENSE	6,491.60	2,448.65	7,500.00	4,624.01	7,500.00
100-42200-531750	UNIFORMS	6,988.70	11,260.98	10,000.00	4,309.23	11,000.00
100-42200-541403	PAVING	-	24,392.52	25,000.00	-	25,000.00
100-42200-541404	SIDEWALKS	-	361,429.00	-	-	300,000.00
100-42200-542200	VEHICLES	140,092.32	-	50,000.00	131,756.00	240,000.00
100-42200-542400	COMPUTER SOFTWARE	3,539.34	3,581.30	5,500.00	-	5,500.00
100-42200-542500	EQUIPMENT	111,433.06	47,092.57	50,000.00	-	200,000.00
Division: 42200 - PUBLIC WORKS Total:		3,325,718.85	4,722,177.04	3,103,700.54	953,910.62	4,611,855.33

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MTD Products Company (dba Cub Cadet), 5903 Grafton Road, Valley City, OH 44280 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

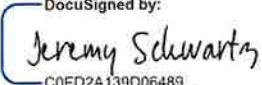
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

MTD Products Company (dba Cub Cadet)

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
4/28/2021 | 12:25 PM CDT
Date: _____

DocuSigned by:

C111297902FF45C...
By: _____
Matthew Miller
Title: Director of National Accounts
4/28/2021 | 11:28 AM CDT
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
4/28/2021 | 12:31 PM CDT
Date: _____

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: MTD Products
Does your company conduct business under any other name? If yes, please state: Cub Cadet
Address: 5903 Grafton Road
Valley City, OH 44280
Contact: Matthew Miller
Email: matt.miller@mtdproducts.com
Phone: 410-512-7205
Fax: 410-512-7205
HST#: 581999150

Submission Details

Created On: Monday February 01, 2021 09:45:00
Submitted On: Wednesday March 10, 2021 11:29:19
Submitted By: Matthew Miller
Email: matt.miller@mtdproducts.com
Transaction #: 58a33c56-c135-439a-9fca-b15aef8062e4
Submitter's IP Address: 192.34.176.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	MTD Products Company (dba Cub Cadet)	*
2	Proposer Address:	5903 Grafton Road Valley City, Ohio 44280	*
3	Proposer website address:	https://www.mtdproducts.com/ https://www.cubcadet.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Matthew Miller Director of National Accounts 410-512-7205 matt.miller@mtdproducts.com 5903 Grafton Road Valley City, OH 44280	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matthew Miller Director of National Accounts 410-512-7205 matt.miller@mtdproducts.com 5903 Grafton Road Valley City, OH 44280	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jennifer Kucera Sales Support Lead 330-558-3528 216-213-9689 jennifer.kucera@mtdproducts.com 5903 Grafton Road Valley City, OH 44280	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 1932, MTD Products Company is a worldwide leader of outdoor power equipment headquartered in Valley City, near Cleveland, Ohio. Through our facilities in North America, Europe, Asia, and Australia, we produce quality mowers, snow throwers, utility vehicles, trimmers, tillers, and more for both residential and commercial markets. Our products can be found online and across the globe in all channels of distribution including, home improvement stores, hardware stores, mass retailers, independent dealers and farm supply stores. Our current family of brands includes Cub Cadet®, Troy-Bilt®, and Remington®, as well as Robomow®, Yard Machines®, Rover®, WOLF-Garten®, and Bolens®. Together they offer a complete range of products to suit every type of customer and every kind of lawn and garden. Since 1961, Cub Cadet lawn and garden equipment has been proudly Built in America at our world-class manufacturing facilities in Ohio, Mississippi, and Tennessee. Cub Cadet's innovative products are designed and engineered in Valley City, Ohio — the headquarters of its global operation. Hundreds of local employees in the United States ensure that every detail is just right. Cub Cadet represents American ingenuity, pride, and quality at its best. While diverse in nature, our brands share one thing in common. They are all backed by our strong network of MTD support focused on uncompromising quality, service, and value through advanced manufacturing. Our engineering expertise and state-of-the-art facilities fuel our reputation for innovation and award-winning products. At MTD, our commitment to our brands and our employees, the communities in which we operate, and the world in which we live, is second to none. Even today, we remain committed to the core values of our founders: Stewardship, Passion, Respect, and Integrity. These values have been integral to our success and growth, and they continue to drive our decisions today.
8	What are your company's expectations in the event of an award?	MTD's expectation's in the event of the award is to be a valuable resource to Sourcewell and the end-users we serve. We expect Sourcewell to be a valuable tool to grow our presence with participating entities and to be a part of Sourcewell's vision of empowering community success.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attachment documenting MTD's financial strength
10	What is your US market share for the solutions that you are proposing?	According to the Outdoor Power Equipment Institute report, as of January 2020 Cub Cadet is ranked number 1 in Market share for consumer Zero Turn Mower Riders coming in at 21% in the United States. Overall Cub Cadet Riding Mower Market share in 2020 was 22.5%. The entire Cub Cadet Commercial portfolio continues to gain share in the market finishing FY 2020 at 6.5% market share
11	What is your Canadian market share for the solutions that you are proposing?	Cub Cadet Riding Mower Market Share finished nearly 7% up from PY 2019 within the Canadian Market. Overall Riding mower Canadian Market share is 20.3%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MTD Products Company has never petitioned for Bankruptcy protection.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MTD Products Company is a manufacturer of Outdoor Power Equipment. MTD Products Company employs approximately 120 field sales representatives throughout the United States referred to as the 1MTD Sales Team. Below is our representation broken down by Market: Northeast: 34 Representatives Mid-Atlantic: 26 Representatives Mid-West: 21 Representatives Southeast: 20 Representatives West: 21 Representatives In addition to Sales Representatives employed directly by MTD our sales footprint includes approximately 1600 independent retailers throughout the United States. On average, each independent retailer employees two sales professionals per location. MTD's robust sales organization and strong dealer network is committed to provide the ultimate customer experience by providing support and training to potential and current MTD customers. Specifically, the stated contract will be included in all training and program material provided to the MTD dealer network. Accountability for driving awareness and usages of the contract will be accomplished by providing the dealer network goals and objectives for the use of this contract.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	MTD Products Company with its brand Cub Cadet was awarded Landscaper Business 2020 New Product Award and the Green Industry Pros 2020 Editor's Choice Award in addition to multiple Consumers Digest and Consumer Reports awards. Cub Cadet was rated good by Consumer Reports for reliability and very good for satisfaction.
17	What percentage of your sales are to the governmental sector in the past three years	MTD Products percentage of sales sold to the governmental sector has averaged 21% over the last 3 years within our commercial product line-up.
18	What percentage of your sales are to the education sector in the past three years	MTD Products percentage of sales sold to the education sector has averaged 11% over the last 3 years within our commercial product line-up.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	BuyBoard- Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation #611-20 – \$100K Equalis Group- Grounds Maintenance Equipment # EQ-111519-02A – Contract less than 1 year. Commonwealth of Pennsylvania 440020100 Ag. Grounds Keeping Type Power Equipment- 900K State of Washington Lawn and Grounds Equipment 05218 – 600K Ohio Department of Transportation Mower Attachments and Zero Turn Mowers 208-20 \$200K State of Washington #05218 - Lawn and Grounds Equipment - \$100K State of Pennsylvania #4400020100 - Agricultural/Grounds Keeping Type Power Equipment - \$200K
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Prior to 2021 MTD Products Company has not held any GSA Contracts or Standing Offers and Supply Arrangements. MTD is currently working with SupplyCore on a supply agreement to hold Cub Cadet product on GSA Contract # GS-06F-0014N. As of 2-2021 MTD Products does not hold a GSA Contract.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Suffolk Public Schools	Ryan Johnson	757-636-6288
Morgan County Parks & Recreation	Sean Dailey	256-560-6072
City of DuBois	Scott Farrell	814-590-7651

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Loudoun County School District	Education	Virginia - VA	Commercial mower purchase	10	170,000	*
Montana Fish Wildlife and Parks	Government	Montana - MT	Utility vehicle purchase	6	85,194	*
Omaha Public Schools	Education	Nebraska - NE	Commercial mower purchase	7	53,119	*
Miami Conservancy District	Non-Profit	Ohio - OH	Commercial mower purchase	4	66,996	*
Delaware County Engineers	Government	Ohio - OH	Commercial mower purchase	5	54995	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	MTD Products Company employs approximately 120 field sales representatives throughout the United States referred to as the 1MTD Sales Team. Below is our representation broken down by Market: Northeast: 34 Representatives Mid-Atlantic: 26 Representatives Mid-West: 21 Representatives Southeast: 20 Representatives West: 21 Representatives
24	Dealer network or other distribution methods.	In addition to Sales Representatives employed directly by MTD our sales footprint includes approximately 1600 independent retailers throughout the United States. On average, each independent retailer employees two sales professionals per location. MTD's robust sales organization and strong dealer network is committed to provide the ultimate customer experience by providing support and training to potential and current MTD customers. Specifically, the stated contract will be included in all training and program material provided to the MTD dealer network. Accountability for driving awareness and usages of the contract will be accomplished by providing the dealer network goals and objectives for the use of this contract.
25	Service force.	MTD prides itself on providing the best customer support in the business. Customers can work directly with MTD's world class Customer Service Call Center or through one of our 1600 independent retailers.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	MTD's Post Sales Support is to ensure customers do not experience prolonged downtime. Our robust service support provides immediate action should service be required. Our goal is to provide service and parts within a 24-time period. We provide our dealer network specific programs and resources to be able to react quickly. For example, we publish a loaner and demo program to our dealers which incentivizes the dealer to keep both a demo and service loaner unit available should a piece of equipment not be able to be fixed within 24 hours. In this case a dealer can provide a loaner unit to the end-user while their machine is being repaired so additional downtime does not occur. MTD provides Next Day shipping of in stock parts. Parts can be ordered directly through MTD or through one of MTD's independent retailers. Fast moving parts are typically stocked at independent retailers and are available for immediate pick-up or shipping
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	MTD will ensure full sales and service support throughout the entire United States to all Sourcwell participating entities. Our Sales and service breadth covers all 50 states utilizing MTD's staff as well as our dealer Network.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	MTD will ensure full sales and service support throughout Canada to all Sourcwell participating entities. Our Sales and service breadth covers all of Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MTD Products Company will provide continuous coverage throughout the United States and Canada to participating members of Sourcwell.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MTD Products Company will fully service Sourcwell participating members in all sectors including but not limited to government, education, and not for profit.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions will apply to Hawaii and Alaska. However, participating entities in Hawaii, Alaska and in the US, Territories will be responsible for the cost of freight which will be determined by delivering dealer.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	MTD ensures a robust marketing plan of the contract to create visibility, ease of use, and growth. MTD dedicated marketing staff will be tasked with analysis, planning and execution of a strategic marketing plan that maximizes positive impact to all stakeholders. The plan and execution of our marketing plan will include Direct Mailing, Press releases, advertisements in Trade Publications, trade shows, web presence, social media, and many more. We will support our dealers to be equally involved in promoting and marketing the contract using the same strategy at the local level. MTD is a global company with enormous marketing and advertising bandwidth to ensure participation is at full potential.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MTD has a dedicated marketing team with broad resources to create exceptional awareness of MTD's product lines through technology. MTD utilizes performance media through partners like Google Ads, Bing, Facebook, Instagram, and LinkedIn. With such partners we deploy strategies such as paid search, remarketing and conversion optimized paid social. Every year the use of technology provides millions of impressions which are strategically analyzed to ensure we are reaching all customer segments and promoting brand awareness.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	MTD uses a consultative sales approach to make sure customers are fully educated on the products and services we provide. As a company we prepare our sales team with resources to reach a broad audience to clearly highlight all our programs that make doing business with us easier. Such resources include but are not limited to webinars, open houses, individual sales calls, and dedicated marketing resources. We have experience and exemplary track records of utilizing purchasing co-ops by showing the benefits of using such contracts. We understand the mode of purchase is a major consideration when making a purchase which is why we are dedicated to educating customers on all benefits of making the transaction process the best possible experience. To accomplish we will use a combination of a local and national approach. From a National approach we will participate in trade shows, email marketing, webinars, etc.. From a local approach MTD and our dealers conduct one-on-one consultative sales visits, regional trainings and informational sessions.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	MTD prides itself on providing an easy transaction process. Whether it's through one of our 1600 Independent retailers, or direct through MTD, we provide Purchasing Groups dedicated resources to assist with the ordering process. Our pro customer support leads are always providing the necessary information to both end-users and the MTD dealer Network. The ordering process is widely communicated to Independent retailers and is part of the annual Dealer program book. A purchasing group price matrix is created for each purchasing group which can be referenced against published map pricing on dealers and MTD's websites. Customers can purchase directly through our websites by clicking on the link for any product. https://www.cubcadet.com/en_US/commercial-equipment

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MTD Products Company ensures our Dealers are certified and trained on all products offered within our response to this RFP. MTD Independent retailers provide regional training to end-users through various forms of interaction including personalized 1 on 1 meetings, service schools, open houses, on-site, etc... Cost for training is at the discretion of the dealer but generally training is provided at no cost to end-users. Sourcewell members may inquire about training by contacting MTD's Contract administrator for availability in specific locations.
37	Describe any technological advances that your proposed products or services offer.	Innovation is a mission of MTD Products company. We continue to invest vast amount of resources to bring products to market with cutting edge technology to provide reliability, sustainability, safety, and productivity. A few examples include, the new PRO Z™ 972 SD is a dual-wheel commercial zero-turn engineered to dominate steep hills up to 25 degrees (46% grade) which incorporates the industry's only steering wheel steering option creating maximum control and comfort. We continue to invest in autonomous technology as well as renewable energy sources such as lithium-ion power handheld, and ride on equipment
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	MTD believes stewardship and responsibility go hand in hand so, at MTD, we strive to have a positive impact on the communities where we do business and to create products that improve the world around us. We embrace sustainable business practices by focusing on the future today, and we seek growth while maintaining a responsible capital structure. Our electric lineup meets the rigorous standards for performance, power, and durability you'll find in any Cub Cadet equipment. Our lithium-ion powered electric lineup will provide you with the premium cut quality and performance.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While MTD does not hold any of the certifications mentioned, many of our 1600 Independent retailers possess such certifications.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	From product innovation to service support, MTD Products Company provides unique attributes which create unmatched value to our customers. Our products are built with safety in mind and we continue to provide solutions to the municipal market. As mentioned, the PRO Z 972 SD operates on slopes up to 25-degrees, offering single-unit solution to varying terrain. Our Stand-on units' suspension system ensures maximum operator comfort which will have a substantial positive impact on the way operators feel after a long mowing session. From service and sales support our 1600 independent retailers provide the best service in the industry and are fully supported by us as the manufacturer. We employ one of the industry's largest and best trained sales team who provide immediate support for customer needs throughout the United States and Canada.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	YES, MTD Products provides a limited warranty on products to be free from defects in material and workmanship during the warranty period. See attached Warranty Statement for details.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	MTD Products equipment does have a limited warranty. Warranty limitations will vary. See attached Warranty Statement for details.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NO. Repairs under warranty must be performed by an authorized Cub Cadet dealer. The limited warranty does not cover transportation costs and other expenses incurred in connection with the transport of product to and from the authorized service provided. See attached Warranty Statement for details.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MTD Products utilizes a network of more than 1,600 independently owned dealers throughout the United States to service its products. Distance to the nearest local Cub Cadet dealer will vary but can be found online by using the Service Dealer Locator.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MTD Products only warrants products it manufactures and to the original owner. See attached Warranty Statement for details.	*
47	What are your proposed exchange and return programs and policies?	Not applicable	*
48	Describe any service contract options for the items included in your proposal.	Not applicable	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	MTD Products Company payment Terms are Net 30	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	YES. MTD Products provides Financing options through several lending sourcing who have programs available for schools and government entities.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Response: Purchasing entities may contact MTD Products contracts administrator directly to request a quote. Upon acceptance of the quote a PO would be issued to MTD Products noting the contract number. MTD will contact the local MTD dealer or the purchasing entity may specify the dealer of their choice to deliver the order. For purchase orders placed directly with MTD Dealers, they are required to provide documentation including a copy of the PO and Invoice to MTD Products through MTD's dealer business system. Dealers will adhere and comply to all terms of the contract. MTD Products Company will ensure reporting requirements for this contract are done accurately on time. We have dedicated staff resources to ensure sales reporting is completed.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MTD Products will process P-Card transactions through an authorized MTD retailer. No additional cost will apply.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MTD Products offers a 20% discount off of Retail on professional products. A discount of 15% off Retail is also provided on residential products. See attached Price List file.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MTD Products offers a 20% discount off of Retail on professional products. A discount of 15% off Retail is also provided on residential products. Discount off List Price vary per product but range from 15-31%. See attached Price List file.
55	Describe any quantity or volume discounts or rebate programs that you offer.	MTD Products provides preferred pricing for any single unit purchase which is factored into the pricing schedules. This eliminates the need to offer volume discounts or rebates.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	MTD Products method for facilitating "sourced" products will be provided by our Independent retailers to best react to regional requests for such products. Pricing will be considered "best available" and will be quoted individually for each request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	MTD Products pricing includes all cost and fees with the following exception: For delivery requests outside of 30 miles from a local Cub Cadet Independent retailer, the dealer reserves the right to charge a delivery fee of up to \$3 per mile but not to exceed \$250.00 per trip.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	F.O.B.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Additional freight/shipping charge may apply for Alaska and Hawaii at the discretion of delivering dealer. Delivery charges may apply.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Product delivered to local dealer for item set up and pre-delivery inspection.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Program details and product pricing are published in annual program books and libraries for MTD's field team and authorized dealers. They are updated throughout the year for their reference. Dedicated corporate staff for the contract and contract usage ensure participating entities receive the proper pricing and remittance of the usage report and admin fee to Sourcewell. Contract usage is recorded per participating entity and transaction in our CRM system and data warehouse for accurate reporting.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	.015 (1.5%)

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Within our Proposal we will be offering: • Commercial Zero-Turn Mowers: Our line of commercial zero-turn mowers has everything a Sourcewell entity will need. With industry-leading deck design for consistent cuts, innovative steering options for maximum control and comfort that makes the workday a breeze. • Stand-On Mowers: Commercial stand-on mowers from Cub Cadet maximize productivity and comfort • Hydro Walk Behind Mowers: The PRO HW has the thickest steel beam, control center and yokes in the industry. Paired with higher ground clearance and superior weight balance, this commercial walk-behind mower can easily maneuver over curbs and contour effortlessly thanks to a fixed floating deck. • Snow Blowers: Cub Cadet provides options for single stage, dual stage and three stage snow throwers which clear snow quickly and easily in any conditions all winter long. • Lawn and Garden Equipment- Cub Cadet riders and mowers are designed to give unmatched strength and durability, and they're packed with performance features. • Hand-Held Outdoor Power Equipment. - Cub Cadet offers a full line of innovative handheld power equipment. Including leaf blowers, trimmers all with the power and precision Cub Cadet is known for.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Slope Mowers, Stand-On Mowers, Commercial Zero Turn Mowers, Hydro-Walk Behind Mowers, Zero Turn Mowers, Lawn and Garden Tractors, Walk-Behind Mowers, Electric Lawn Mowers, Snow Blowers, Electric Lawn and Garden Tools, Trimmers, Leaf Blowers, Chipper Shredders & Vacs, Attachments.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	☒ Yes ☐ No	MTD Products and family of brands meet every requirement of this category.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	☐ Yes ☒ No	MTD Products Company does not provide a specific product category for irrigation systems.
68	Beach and waterfront maintenance equipment and accessories	☐ Yes ☒ No	MTD Products does not provide specific Beach and Waterfront maintenance equipment and accessories. However, under the category of Lawn and Garden equipment many of our products can be utilized within this category.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	☒ Yes ☐ No	MTD and our brands provide post sales support, including warranty, maintenance and parts for the category of Lawn and garden Equipment and any related sub categories

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	MTD Products is a data and metric driven company. We utilize Customer Resource Systems to track, sales growth, contract usage, customer satisfaction and many other KPI's. MTD will create specific data dashboards for Sourcwell within our CRM system allowing Realtime visibility of performance to all stakeholders within MTD. Our dashboards will measure regional and national goals for usage of the Sourcwell Contract including gross sales and number of new customers. We will monitor high performing areas to benchmark best practices for all areas served.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	MTD invests resource into R&D beyond the competition to ensure we provide the most reliable products on the market. Throughout product development, a primary consideration is, ease of maintenance. MTD's Commercial Warranty is an industry best. We offer a 3-year Commercial Warranty with unlimited hours and a 5 year 1,750 hour warranty of the deck. MTD prides itself on providing the best customer support in the business. Customers can work directly with MTD's world class Customer Service Call Center or through one of our 1600 independent retailers. MTD provides Next Day shipping of in stock parts. Parts can be ordered directly through MTD or through one of MTD's independent retailers. Fast moving parts are typically stocked at independent retailers and are available for immediate pick-up or shipping. MTD maintains world class parts fill rates of 98% or higher to both our dealers and end-users. Customers and dealers can expect 24-hour delivery lead times on stocking parts. Our dealers are back by MTD to expect the same fill rate percentage when conducting business with MTD's end users. Our fill rates are consistent though the United States and do no vary by distribution center.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	MTD Continues to innovate. From the beginning, MTD has existed to help people realize the potential of their outdoor world. Over the years, the way people live has changed, and we've challenged ourselves to truly understand and embrace their real needs. We are delivering the most innovative technology in the Outdoor Power Equipment Market. For example, the new Cub Cadet PRO Z™ 972 SD is a dual-wheel commercial zero-turn engineered to dominate steep hills up to 25 degrees (46% grade). It's the ultimate mowing solution for municipalities and properties with varying terrain. The PRO Z™ 972 SD was built with safety in mind for applications where hills are necessary to mow. Cub Cadet is the only commercial manufacturer with innovative steering options that provide maximum control and comfort. MTD and the Cub Cadet Brand is also launching the world's first semi-autonomous commercial zero turn mower. Our SUREPATH mowing system provides GPS Straight-line Mowing, Autonomous Turning and a Level of Productivity that can't be achieved from any Lap Bar Mower. Improved efficiency of 22% over a lap bar mower means you finish faster and save fuel. In addition to innovative products, MTD Products Company prides itself on product longevity, offering a 3-year Commercial warranty with unlimited hours.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Matt Miller, Director of National Accounts, MTD Products Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☒	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☒	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☒	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☒	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☒	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☒	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☒	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☒	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☒	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☒	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☒	1

BOARD OF COMMISSIONERS OF
HENRY COUNTY, GEORGIA

RESOLUTION NO. 23-268

A Resolution of the Board of Commissioners awarding Bid #24-01 for Henry County Police
Department Uniform Contract
to Galls, LLC of Lexington, Kentucky

WHEREAS, The contract for police uniforms has expired and Henry County Police
Department has requested an annual contract from the Purchasing Department. The
contract term will be for one (1) year from the date of execution and may be renewed
for two (2) additional one (1) year periods; and

WHEREAS, Sealed bid (#24-01) was solicited through the Purchasing Department to
provide uniforms for the Henry County Police Department on an annual renewable
contract basis; and

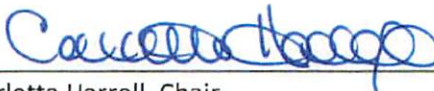
WHEREAS, A bid was received from Galls, LLC. and the bid tabulation is attached. Galls,
LLC of Lexington, Kentucky, had the lowest bid; and

WHEREAS, The funding for the police uniforms has been budgeted.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Henry County
hereby award Bid #24-01 to Galls, LLC of Lexington, Kentucky for the purchase of police
uniforms and badges as a unit/price agreement with no fixed quantities. The contract
will be for one (1) year with two (2) mutually agreed upon annual renewals. The
Purchasing Department shall be authorized to execute the renewal agreement, as
required. The Chair/County Manager is hereby authorized to execute all appropriate
documentation to accomplish this purchase.

This 3rd of October, 2023.

HENRY COUNTY BOARD OF COMMISSIONERS

BY: 
Carlotta Harrell, Chair

ATTEST:


Stephanie Braun, County Clerk

Bid #24-01
Police Department Uniforms- Annual Contract
Bid Price Sheet

TOTAL BID AMOUNT \$ 395,360.00
(NUMBERS)

TOTAL BID AMOUNT \$ Three hundred ninety five thousand three hundred sixty and 00/100
(WORDS)

Upon execution of the Contract Agreement, Henry County will not modify unit prices due to impediments such as fluctuations in labor, supply, or equipment costs. The Contractor shall submit bid prices factoring anticipation of varying economic trends and volatile costs deviations. Bid prices submitted by the Contractor shall be honored throughout the duration of the Contract. "

Galls, LLC
Company's Name

8/3/2023
Date

Michael Fadden
Authorized Representative's Name
(Print or Type)


Authorized Representative's Signature

Henry County

EXECUTIVE SUMMARY

BOARD OF COMMISSIONERS MEETING

Meeting Date:

October 3, 2023

Action Type:

Action Requested by BOC

Department Requesting Agenda Item:

Police

Attachments/Exhibits for Agenda Item:

1. Bid 24-01

Presenter:

William Powell

Agenda Item:

Resolution of the Board of Commissioners to award Bid #24-01 for the annual Henry County Police Department Uniform Contract to Galls, LLC of Lexington, Kentucky. The contract will be for one (1) year with two (2) mutually agreed upon annual renewals. (Presenter: Lt. William Powell, HCPD)(Exhibit 12)

Background/Summary:

A contract for police uniforms has expired and the Police Department has requested an annual contract from the Purchasing Department. The contract term will be for one year (1) from the date of execution and may be renewed for two (2) additional one (1) year periods.

A sealed bid (Bid #24-01) was solicited through the Purchasing Department to provide uniforms for the Henry County Police Department on an annual renewable contract basis. The bid was posted on the Henry County website and listed on the websites of the ACCG/GLGA and Team Georgia Marketplace. Henry County Purchasing Department received one (1) bid and the bid tab is attached. The lowest bid was received from Galls, LLC of Lexington, Kentucky.

The Henry County Police Department requests approval from the Henry County Board of Commissioners to approve a bid (#24-01) for the Police Department Uniform contract from Galls, LLC of Lexington, Kentucky. The purchase of police uniforms and badges as a unit/price agreement with no fixed quantities. The funding for the uniforms has been budgeted.

Financial Implications/Considerations:

Uniform Budget, #100002140531700

Additional Comments/Recommendation:

Bid 24-01

Police Department Uniforms -- Annual Contract

Bid Totals

Vendors	Bid Amounts
Galls, LLC Lexington, KY	\$395,360.00



City of Stockbridge

AGENDA ITEM

MEETING DATE

04/30/2024

FUNDING SOURCE

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

- ☒ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Frank Trammer

DEPARTMENT:

Police Department

ITEM/PROJECT/EVENT:

Requesting council approve a Budget Amendment in the amount of \$20,322.68 to cover an overage in the Uniforms Line Item Account (Purchase Order 39870).

BACKGROUND INFORMATION:

In 2023, the police department Piggybacked on an exiting contract between Henry County Board of Commissioners and Galls, Inc. to procure uniforms and duty gear. The amount of the original purchase order was exceeded in the amount of \$20,322.68, based on outstanding invoices. This was due to an unforeseen changes that needed to be made with some of the uniform clothing items.

SEE REVERSE

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

20,322.68

ATTACHMENTS:





City of Stockbridge

AGENDA ITEM

MEETING DATE

04/30/2024

FUNDING SOURCE

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

- ☒ GENERAL FUND
- ☐ FUND BALANCE
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- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Frank Trammer

DEPARTMENT:

Police Department

ITEM/PROJECT/EVENT:

Requesting council approve a Budget Amendment in the amount of \$20,322.68 to cover an overage in the Uniforms Line Item Account (Purchase Order 39870).

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SEE REVERSE

APPROVALS: CITY MANAGER

CITY TREASURER

SEE Attached

CITY ATTORNEY

Samantha Embry

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

20,322.68

ATTACHMENTS:



ITEM/PROJECT/EVENT:

The police department in conjunction with the city procurement division is requesting and recommending the threshold of the contracted agreement amount be increased from \$50,000.00 to \$75,000.00, HCBOC Bid Number 24-01.

Section 3.30.223 (A) General Provisions. Except as hereinafter provided, any change order or other modification a contract term shall be approved by the City Council.

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

Staff Signature_____



City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

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

- ☒ GENERAL FUND
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☐ ARPA
☐ GRANT
☐ HOTEL/MOTEL TOURISM
☐ COUNCIL INITIATIVE
☐ PARTNER/SPONSOR
☐ DEPARTMENT FUND BALANCE
☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Richard Godfrey

DEPARTMENT:

Police Department

ITEM/PROJECT/EVENT:

Council consideration to piggyback on a contract with Galls Inc., as outlined in the Henry County Resolution 23-268 and Bid Number 24.01 up to a maximum amount of \$100,000 for uniforms and equipment.

BACKGROUND INFORMATION:

The Stockbridge Police Department seeks to piggyback on Henry County's existing contract with Galls Inc. for Public Safety Uniforms and related gear. We propose increasing the current maximum threshold from \$50,000.00 to 100,000.00 to better support our ongoing needs and future growth.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

ATTACHMENTS:

☐

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

Staff Signature

Frank Trammer

Digitally signed by Frank Trammer
Date: 2024.04.19 15:18:22 -04'00'



TO: Mayor and City Council

FROM: Ryan C. Anderson, Community Development Director
Linda M. Logan, Senior Planner

CC: Frederick Gardiner, City Manager; Valerie Ross, City Zoning Attorney

DATE: March 15, 2024

SUBJECT: De-Annexation Case #DX-2024-01:
Ten Properties in the Manderley Subdivision

Introduction. The owners of ten properties within the Manderley Subdivision submitted a de-annexation application to Henry County Planning & Zoning to request that their properties be de-annexed from the City of Stockbridge. The Manderley Subdivision is located at the western edge of the Stockbridge City Limits, bounded by Walt Stephens Road to the north and Blackall Road to the west. The ten properties have 12.748 +/- total acres, and they comprise residential lots in the southwestern portion of the subdivision. Table 1 below provides a list of the ten properties by address, parcel number, and owner/applicant.

Table 1—Properties for Proposed De-Annexation

Property Address	Parcel Number	Property Owner(s) / Co-Applicant (s)
10 Devon Court	013-A01128005	Goodman, Andrew J. & Avilla-Goodman, Jessica
11 Devon Court	013-A01132000	Kitchens, Connie L. & Eddie R.
200 Jasper Drive	013-A01051000	Watson, Tony Keith & Kathleen
205 Jasper Drive	013-A01061000	Britain, Dennis G. & Star S.
215 Jasper Drive	013-A01060000	Richardson, Joseph & Khouanchay
225 Jasper Drive	013-A01059000	Dianna Green Denault Trust
235 Jasper Drive	013-A01058000	Kingston, Terry A.
245 Jasper Drive	013-A01057000	Meadows, Eugene A., II
201 Whitestand Bay Dr.	013-A01127000	Aamir, Humaira
211 Whitestand Bay Dr.	013-A01138000	Hughes, Gloria H. & Woodrow, M.

Henry County Government's Action. According to a Deannexation Evaluation Report which was prepared by the Henry County Planning & Zoning Department, Henry County Government received a de-annexation application from the ten applicants electronically on October 13, 2023. The applicants used the 100% method for the proposed de-annexation. The Department then prepared a Deannexation Evaluation Report for Henry County's Case #DE-AX-2023, which recommended the approval of the proposed de-annexation. It stated that the subject property was previously zoned 'R-1' (Single-Family Residential) by Henry County prior to its 2022 annexation into the City of Stockbridge, and that the property would revert back to R-1 upon the successful de-annexation of the property from the City back into unincorporated Henry County. The property also had a previous Henry County future land use designation of Low-Density Residential, which allowed a density of up to 2.0 dwelling units per acre. After the completion of the DE-AX-2023 Evaluation Report, the Henry County Board of Commissioners adopted Henry County Resolution #23-328, dated November 7, 2023, to approve the de-annexation.

City of Stockbridge's Receipt of De-Annexation Application Package. The City of Stockbridge received a package containing a copy of the de-annexation application, which was sent by Henry County via Certified U.S. Mail, postmarked on February 21, 2024. The package contained a letter, dated February 20, 2024, which stated that the Department had received an application for the de-annexation of ten properties within the Manderley Subdivision from the City of Stockbridge. A copy of the letter appears in the Appendix.

Background on the Manderley Subdivision. The Manderley Subdivision is established and well-developed. Table 2 below lists basic facts about it, and the Appendix contains several pertinent aerial photos and maps.

Table 2—Facts About Manderley Subdivision

Descriptive Factors:	Findings:
Current City of Stockbridge Zoning	SR (Suburban Residential)
Current City of Stockbridge Future Land Use Designation	Low-Density Residential.
Current Annexation Status	Annexed into City via 2022 Referendum.
Estimated Number of Subdivision Lots	79.
Name of Subdivider	Koppar Corporation.
Number of Development Phases	Three.
Years of Recorded Plat Approvals	1983, 1984, 1986, 1988, 1989.*
Status of Subdivision Lots	Nearly all are developed with SF homes.
Sizes of Subdivision Lots	Approximately one to two acres each.
Years of Home Construction	1985-1997, per Tax Assessors' records.

*Includes separate sheets for Unit II, and revisions to Unit I & Unit II.

Background on the Surrounding Area. The surrounding area includes Ingle's Market and several neighborhood commercial uses flanking Walt Stephens Road; and several subdivisions to the south, southeast, and east. To the west are several individual

residential parcels outside of Manderley Subdivision, Blackhall Road, the City Limits Line, and Spivey Lake. The commercial uses are located in the C-1 (Neighborhood Commercial) zoning district. The subdivisions to the south, southeast, and east are located in the PUD (Planned Unit Development) district, while the outlying residential parcels to the west are zoned 'SR' (Suburban Residential). Properties west of Blackhall Road, in unincorporated Henry County, are zoned 'R-1' (Single-Family Residential for large lots) and 'RA' (Residential-Agricultural).

Legal Requirements for De-Annexation. The Official Code of Georgia (O.C.G.A.) provides legal requirements for de-annexation in O.C.G.A. Sections 36-131 and 36-132. They are summarized in the list below.

1. **Administrative Requirements:**
 - a. A written, signed application by the owners of no more than ten parcels.
 - b. Adoption of a signed resolution by the county in which the property is located, consenting to the de-annexation.
 - c. Submittal of a copy of the application to the municipality.
 - d. Confirmation by City staff that the procedural requirements for de-annexation have been met by the property owners.
 - e. Verification by City staff that the geographic requirements have been met.
 - f. Approval by the municipality, unless the geographic requirements have not been met.
2. **Geographic Requirements:**
 - a. At least one of the parcels must abut/be contiguous to the boundaries of the city limits (not separated from the city limits by unincorporated areas, a street, a creek or river, or a railroad).
 - b. No prohibited unincorporated island would be created by the proposed de-annexation.
 - c. No detrimental effects to the health, safety, and welfare of the property owners of the area to be de-annexed, or to the area remaining in the municipality (causing the de-annexed area to be cut off from receiving county services due to the lack of a reasonable access to the de-annexed area).

Analysis of De-Annexation Proposal:

1. **Administrative Requirements** – The applicants for the proposed DX-2024-01 de-annexation submitted a signed de-annexation application form to Henry County, which was for the maximum allowable number (ten) of parcels. After the County's review, it adopted a signed resolution and sent a copy of the application to the City of Stockbridge. The Planning and Zoning Staff has verified that the acceptable 100 percent method of de-annexation has been used, and that the de-annexation proposal meets the geographic requirements, as are discussed below.
2. **Geographic Requirements** – From the maps appearing in the Appendix, it is apparent that all of the ten parcels within the proposed de-annexation area abut and are contiguous to other parcels within the Stockbridge City Limits, and they would even continue to do so if the de-annexation is approved. Parcel #013-A01127000 at 201

Whitestand Bay Drive has its rear frontage on Blackhall Road, which is the City Limits / Henry County boundary line. This enables the proposed de-annexation area to directly abut unincorporated Henry County land by more than 50 feet. In addition, there are several outlying parcels on the east side of Blackhall Road which are not part of the de-annexation area, to the west of the Manderley Subdivision, that are still within the City Limits. Because of these two factors, no prohibited unincorporated island would be created by the proposed de-annexation. Rather, the de-annexed area would be surrounded on three sides by other parcels remaining within the City Limits. Whenever a new City Limits Map is prepared, the de-annexed area would appear as a narrow peninsula jutting from the attached "Resulting Map Showing new City Limits Boundaries Upon the Approval of DX-2024-01." Further, there would be no alteration of the existing streets or access to them; thus, there do not appear to be any health, safety, or welfare issues in terms of providing needed transportation of County service vehicles or emergency vehicles in reaching the homes of the property owners within the de-annexed area.

Conclusion. From the preceding analysis, it appears that both the administrative requirements and the geographic requirements have been met for the proposed de-annexation. Thus, according to the law, the applicants have complied with all of the de-annexation requirements and there are no apparent issues which would prohibit them from de-annexing their properties from the City of Stockbridge.

Recommendation. Since all of the de-annexation requirements have been met, the law states that the Mayor and City Council must approve this de-annexation request (DX-2024-01).

RCA/lml

Appendix

APPENDIX:

- 1. Copy of De-Annexation Letter**
- 2. Aerial Photo Showing Ten Parcels for De-Annexation**
- 3. Map of 2022 City of Stockbridge Annexation Referendum—
Location of Proposed DX-2024-01 De-Annexation Area**
- 4. Manderley Subdivision Zoning Map**
- 5. Manderley Subdivision Vicinity Map**
- 6. Manderley Subdivision Parcel Map**
- 7. Resulting New City Limits Map Upon the Approval of DX-2024-01**

1. COPY OF DE-ANNEXATION LETTER



Henry County
Department of Planning & Zoning
Toussaint Kirk, Director

February 20, 2024

Frederick Gardiner, City Manager of the City of Stockbridge
 Stockbridge City Hall
 4640 North Henry boulevard
 Stockbridge, GA 30281

RE: Request for Deannexation of Ten Properties into Unincorporated Henry County:

The Henry County Planning & Zoning Department has received an application for the deannexation of ten properties within the Manderley Subdivision, totaling 12.748 +/- acres in incorporated City of Stockbridge. The properties are as follows:

10 Devon Court, 013A01128005
 11 Devon Court, 013A01132000
 200 Jasper Drive, 013A01051000
 205 Jasper Drive, 013A01061000
 215 Jasper Drive, 013A01060000
 225 Jasper Drive, 013A01059000
 235 Jasper Drive, 013A01058000
 245 Jasper Drive, 013A01057000
 201 Whitestand Bay Drive, 013A1127000
 211 Whitestand Bay Drive, 013A1138000

Enclosed for your review is a copy of the deannexation report prepared by Henry County Planning & Zoning Staff with application materials, the resolution of acceptance by the Henry County Board of Commissioners, and the November 7, 2023 Henry County Board of Commissioner meeting minutes.

Please provide an official letter regarding the City of Stockbridge's agreement or non-agreement to this proposed deannexation. If you have any questions or need additional information, please contact Toussaint Kirk, Planning Director at 770-288-7526.

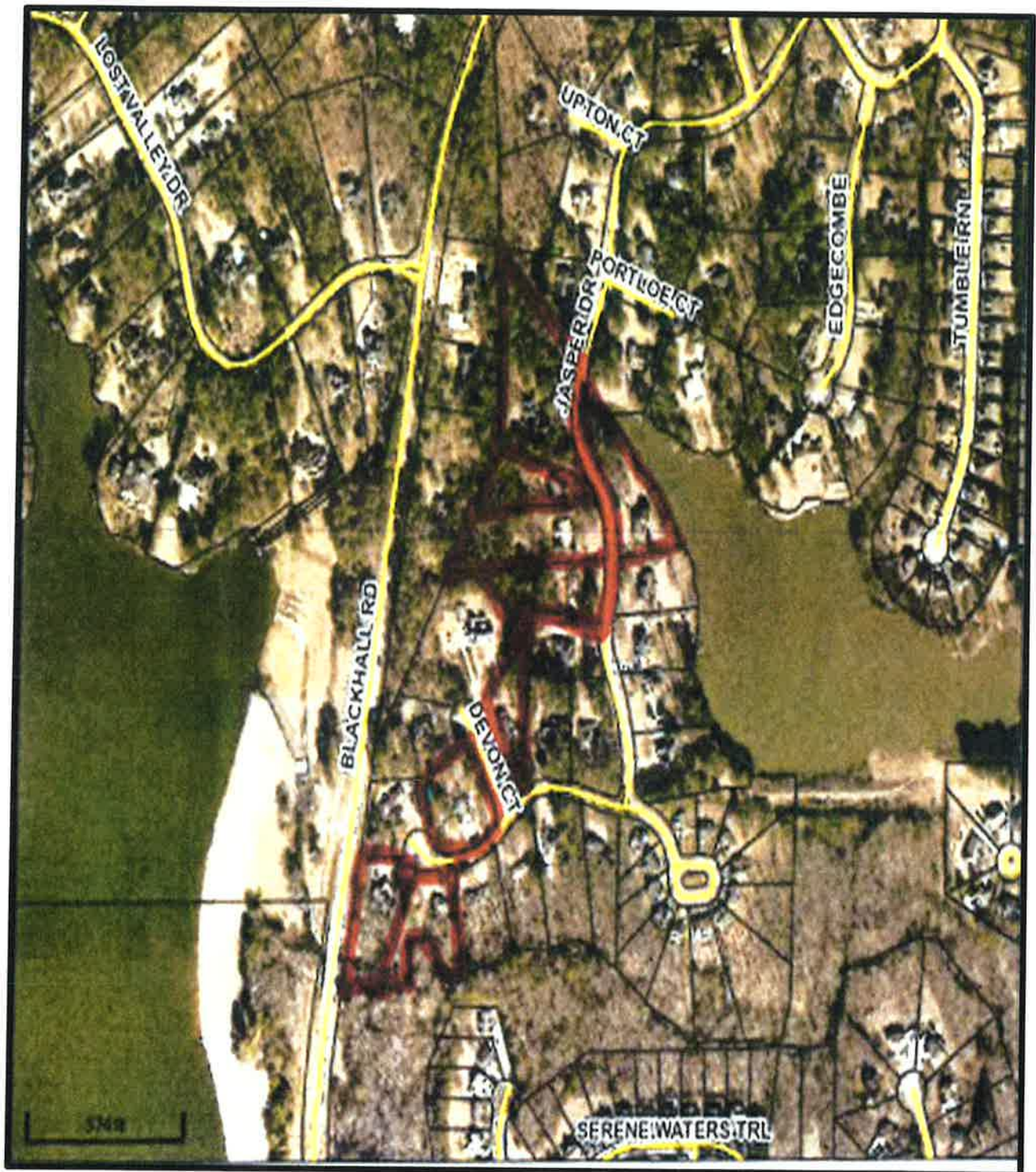
Best Regards,

Cc:

Enclosures

140 Henry Parkway • McDonough, Georgia 30253
 MAIN: (770) 288-7526 • FAX: (770) 288-7550

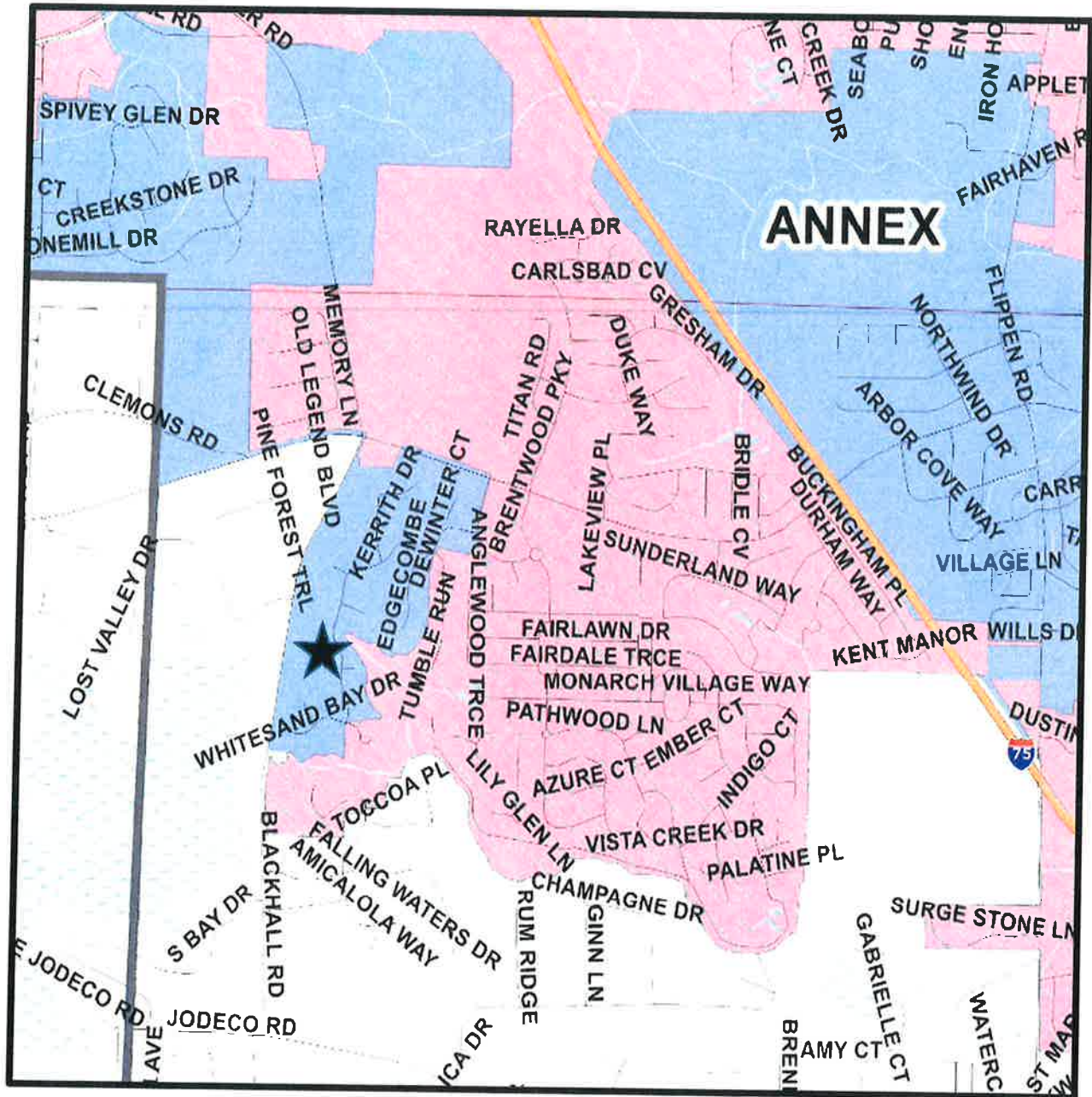
2. AERIAL PHOTO SHOWING TEN PARCELS FOR DE-ANNEXATION



3. MAP OF 2022 CITY OF STOCKBRIDGE ANNEXATION REFERENDUM: LOCATION OF PROPOSED DX-2024-01 DE-ANNEXATION AREA

LEGEND:

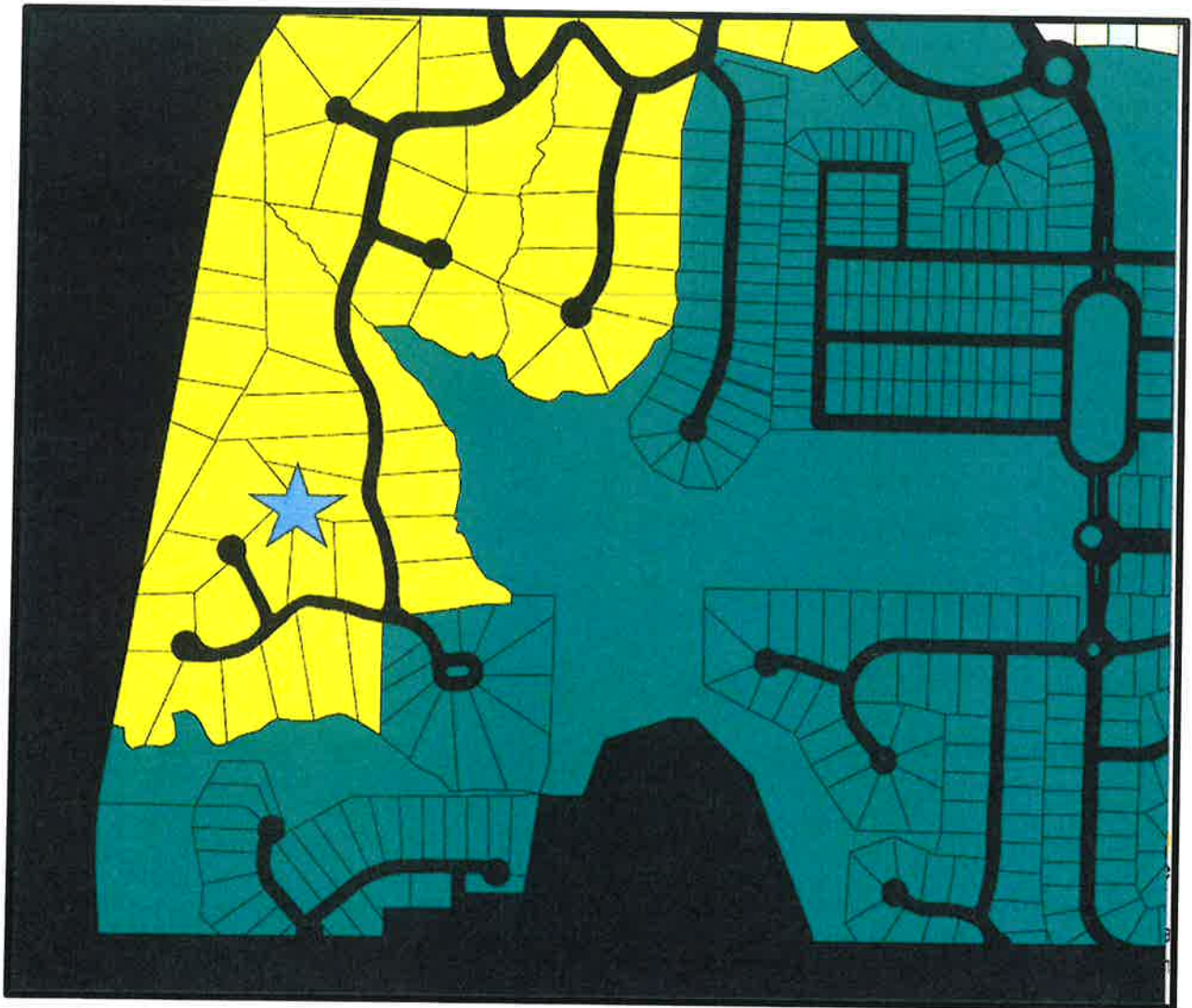
- Pink Striped Areas – Were Already Part of the City of Stockbridge in 2022
Blue Areas – Were Annexed as Part of 2022 City of Stockbridge Annexation Referendum
Star – Location of Proposed DX-2024-01 De-Annexation
Blue Waves – Spivey Lake
Black Star – Location of Proposed De-Annexation



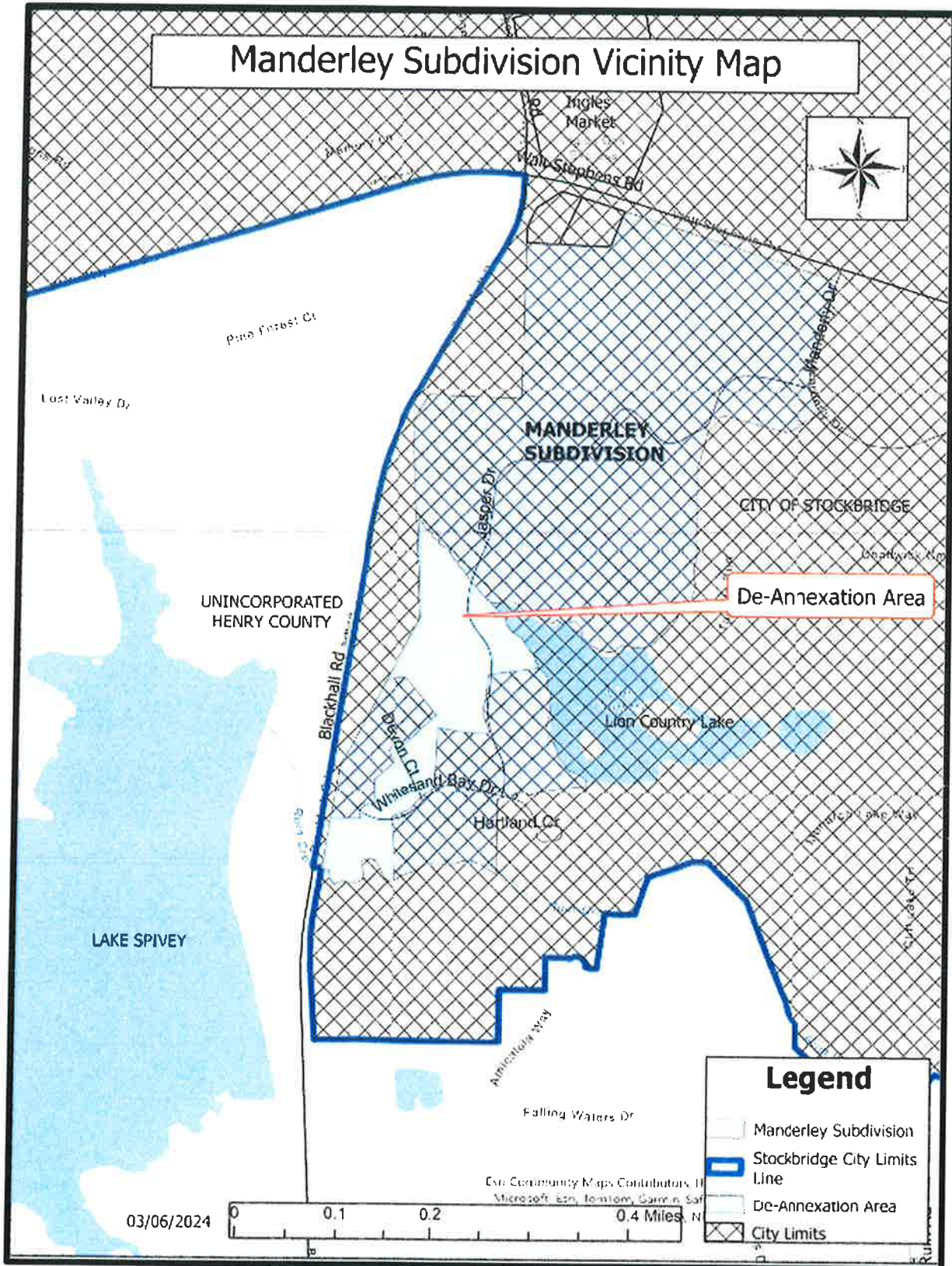
4. MANDERLEY SUBDIVISION ZONING MAP

KEY:

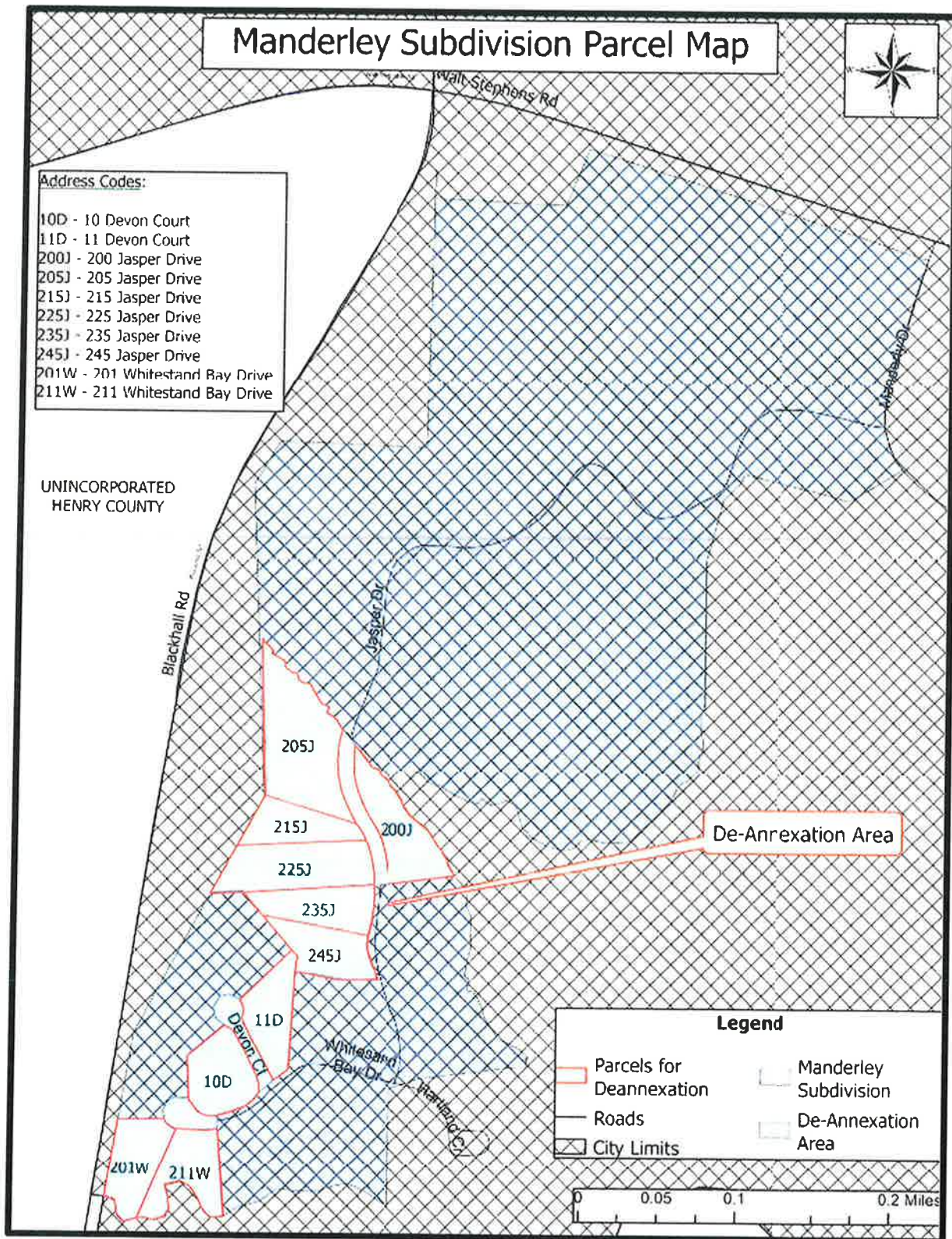
- Yellow—SR District (Suburban Residential) — Manderley Subdivision
Green—PUD District (Planned Unit Development) — Monarch Village Subdivision
Black — Unincorporated Henry County
 Blue Star — Area of Proposed De-Annexation



5. MANDERLEY SUBDIVISION VICINITY MAP

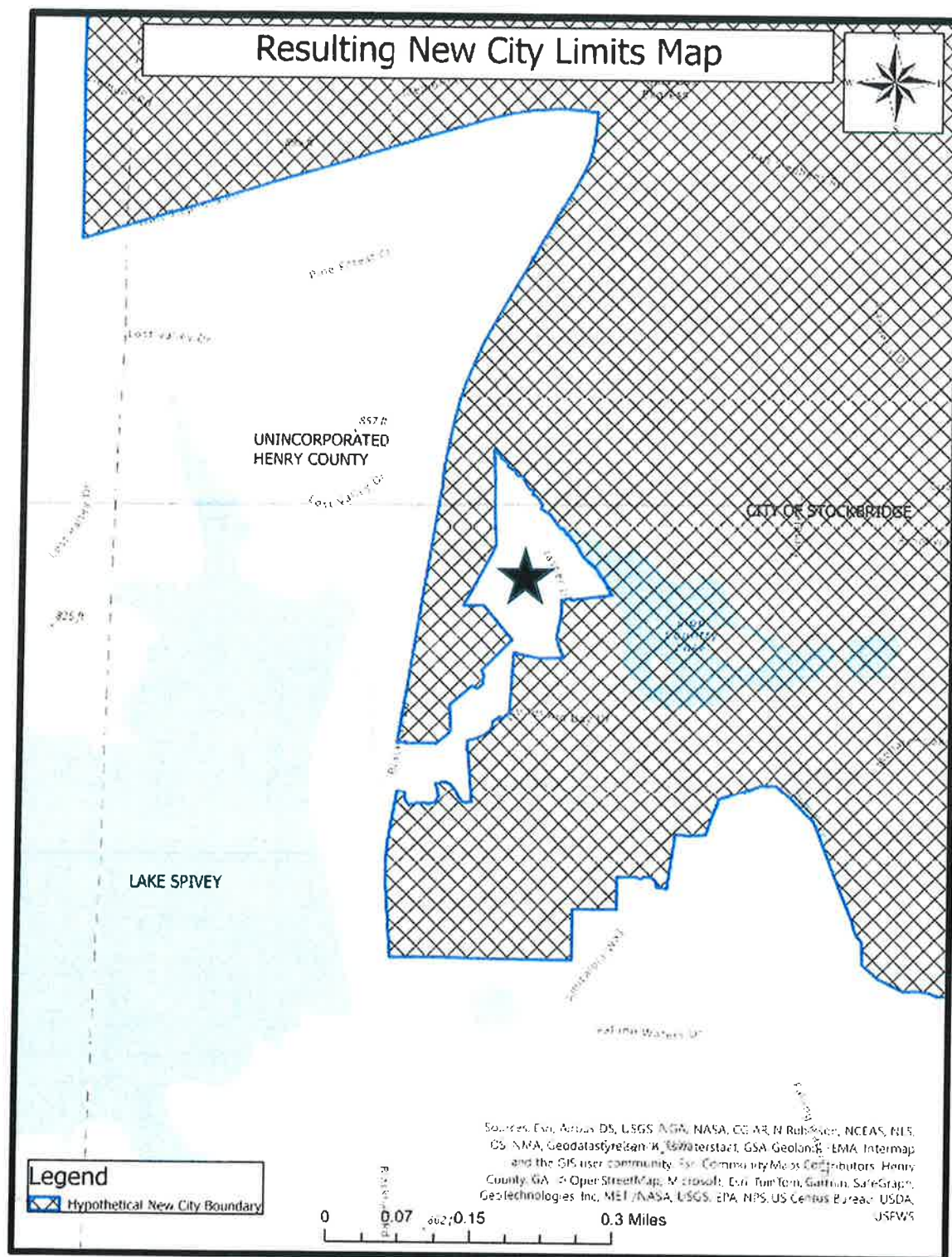


MANDERLEY SUBDIVISION PARCEL MAP



7. RESULTING MAP SHOWING NEW CITY LIMITS BOUNDARIES UPON THE APPROVAL OF DX-2024-01

★ Black Star – De-Annexed Area



STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

ORDINANCE NO. _____

AN ORDINANCE TO DEANNEX FROM THE CORPORATE LIMITS OF THE CITY OF STOCKBRIDGE TEN (10) CERTAIN PROPERTIES LYING WITHIN THE EXISTING CORPORATE LIMITS AS DESCRIBED IN “APPENDIX A”; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith AND FOR OTHER PURPOSES.

WHEREAS, pursuant to O.C.G.A. § 36-36-131, applications for deannexation from the City of Stockbridge were submitted by ten (10) separate property owners; and

WHEREAS, pursuant to O.C.G.A. § 36-36-131, on or about November 7, 2023, the Henry County Board of Commissioners consented to the deannexation via resolution #23-328; and

WHEREAS, the parcel numbers for deannexation from the City of Stockbridge are the following and are further described in Appendix A to this Ordinance: Parcel Nos. 013A01128005, 013A01132000, 013A01051000, 013A01061000, 013A01060000, 013A01059000, 013A01058000, 013A01057000, 013A1127000 and 013A01138000 (the “Parcels”); and

WHEREAS, O.C.G.A. § 36-36-131(a) states: “If the governing authority of the county consents to the deannexation and the deannexation conforms with the requirements of this article, the governing authority of the municipal corporation shall approve such deannexation unless it finds that the deannexation would be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality.”

THEREFORE, IT IS NOW HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA AS FOLLOWS:

SECTION 1. The City Council finds that the deannexation would not be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality. Accordingly, the Parcels described in Appendix A, such appendix being incorporated and made a part of this Ordinance, are hereby de-annexed from the corporate limits of the City of Stockbridge.

SECTION 2. The City Clerk is directed to send a certified copy together with an identification of the Parcels being deannexed to the governing authority of Henry County and file with the Georgia Department of Community Affairs.

SECTION 3. Severability. To the extent any portion of this Ordinance is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Ordinance.

SECTION 4. Repeal of Conflicting Provisions. All City Ordinances inconsistent with this Ordinance shall be repealed.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Council of the City of Stockbridge as provided in the City Charter.

SO ORDAINED this ____ day of April, 2024.

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

(SEAL)

APPROVED AS TO FORM:

QUINTON G. WASHINGTON, City Attorney

APPENDIX “A”

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2018 APR 16 PM 12:40

BK: 15799 PG: 62-63

Filed and Recorded

Apr-16-2018 04:06:48PM

DOC#: D2018-009636

Real Estate Transfer Tax Paid \$222.50

0752018002695

BARBARA A. HARRISON

CLERK OF SUPERIOR COURT Henry County GA.

✓ Kenneth R. Luther
Kennesaw, Ga. 30144

Return Recorded Document to:
ANDREW J. GOODMAN
10 DEVON COURT
STOCKBRIDGE, GA 30281

JOINT TENANCY WITH SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA,

COUNTY OF HENRY

File #: 54386KL

This Indenture made this 6TH day of APRIL between JOHN GEORGE HENRIQUEZ, JR. and LISA ELAINE HENRIQUEZ, as party or parties of the first part, hereinafter called Grantor, and ANDREW J. GOODMAN and JESSICA C. AVILA-GOODMAN, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" 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 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9, 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 11, BLOCK C, MANDERLEY SUBDIVISION, UNIT III, PER PLAT AT PLAT BOOK 17, PAGE 124, HENRY COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE. THIS PROPERTY IS KNOWN AS 10 DEVON COURT, STOCKBRIDGE, GA 30281.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

Recording requested by: _____

Space above reserved for use by Recorder's Office

When recorded, mail to: _____

Document prepared by: _____

Name: Connie Kitchens

Name _____

Address: 11 Devon Court

Address _____

City/State/Zip: Stockbridge, GA 30281

City/State/Zip _____

Property Tax Parcel/Account Number: _____

BK: 14626 PG: 130-131

Filed and Recorded Jun-02-2016 03:17:56PM

DDC#: D2016-013282

Real Estate Transfer Tax \$0.00

52016004156

BARBARA A. HARRISON

CLERK OF SUPERIOR COURT Henry County GA.

Quitclaim Deed

This Quitclaim Deed is made on FEBRUARY 12, 2014, between

Connie L Kitchens, Grantor, of 11 Devon Court

_____, City of Stockbridge, State of Georgia 30281,

Connie L Kitchens and Eddie R Kitchens, Grantee, of 11 Devon Court

_____, City of Stockbridge, State of Georgia 30281.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 11 DEVON COURT

_____, City of STOCKBRIDGE, State of GEORGIA 30281:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 7, BLOCK C, UNIT III OF MANDERELY SUBDIVISION, AS PER PLAT OF RECORD IN PLAT BOOK 17, PAGE 124, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE FOR A MORE COMPLETE AND ACCUTE DESCRIPTION.

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2014 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

★NOVA Quitclaim Deed Pg.1 (07-07)

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT
2016 JUN -2 PM 2:47

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT
2016 APR -1 AM 11:07
VOID

03429
0236

BOOK 3429 PAGE 236

REC'D IN BK. 3429
PAGE 236
DATE REC'D 9-1-99
CLERK
SEP 1 8 47 AM '99

FILED IN OFFICE
CLERK OF SUPERIOR COURT
HENRY COUNTY GA

WINDHAM, HUGHES AND SAULS, P.C.
P. O. BOX 870008
MORROW, GA 30287
770-951-0988
770-958-0251 (Fax)
99-00917

HENRY COUNTY GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 54.90
DATE 9-1-99
Saul & Taylor
Clerk of Superior Court

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HENRY

This Indenture made this 14th day of July, in the year One Thousand Nine Hundred Ninety-Nine, between Curleia Caribbean, NV, of the County of Henry, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and TONY KEITH WATSON and KATHLEEN WATSON 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 00/100 (\$10.00) Dollars** and other good and valuable considerations 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, alien, convey and confirm unto the said Grantee,

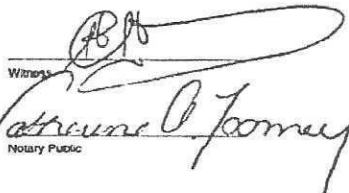
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 8 and 9 of the 12th District of Henry County, Georgia and being Lot 23, Block C, MANDERLEY, UNIT II, as per plat filed for record at Plat Book 12, page 251, Henry County, Georgia records. Said plat is specifically incorporated herein by reference thereto.

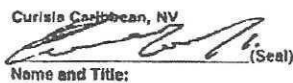
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

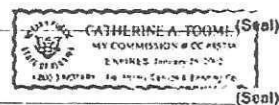
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Curleia Caribbean, NV

Name and Title: (Seal)


CATHERINE A. TOOMEY (Seal)
MY COMMISSION # 0000000000
EXPIRES January 2002
1803 NOTARY - 1400 North Peachtree Parkway, N.E.
(Seal)

031962

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2015 APR -7 PM 12: 07

BK: 13990 PG: 48-50

Filed and Recorded Apr-07-2015 01:54:14PM

DOC#: D2015-007439

Real Estate Transfer Tax \$0.00

0752015002154

BARBARA A. HARRISON

CLERK OF SUPERIOR COURT Henry County GA.

AFTER RECORDING, RETURN TO: **Return to:**
DENNIS G. BRITAIN
STAR S. BRITAIN
205 JASPER DRIVE
STOCKBRIDGE, GA 30281
Equity National Title
50 Jordan Street, Suite 100
East Providence, RI 02914-1214

STATE OF GEORGIA
COUNTY OF HENRY

Deed of Gift

THIS DEED OF GIFT is made on 3/11/15, by DENNIS G. BRITAIN, a married man (herein, "Grantor"), whose address is 205 Jasper Drive, Stockbridge, GA 30281 to DENNIS G. BRITAIN and STAR S. BRITAIN, husband and wife, as joint tenants with right of survivorship (herein, "Grantee"), whose address is 205 Jasper Drive, Stockbridge, GA 30281 ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H

GRANTOR, for no consideration and as a gift only, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all of Grantor's interest in and to the following described property located in the County of Henry, State of Georgia:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Property street address: 205 Jasper Drive, Stockbridge, GA 30281

SUBJECT to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD such property, 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 Grantee forever in FEE SIMPLE; subject only to all matters appearing of record, if any.

AND GRANTOR WILL WARRANT and forever defend the right and title to the property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of matters appearing of record, if any.

214157050
205 Jasper Drive
Stockbridge, GA 30281
Dennis G. Britain and Star S. Britain

BK: 13990 PG: 50

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 18, BLOCK A, MANDERLEY SUBDIVISION, UNIT I, AS PER PLAT RECORDED IN PLAT BOOK 9, PAGE 269, HENRY COUNTY RECORDS, WHICH PLAT IS HEREBY INCORPORATED INTO THIS LEGAL DESCRIPTION BY REFERENCE THERETO.

Title to the above described property conveyed to Dennis G. Britain from U.S. Bank, N.A., as Trustee, Successor by Merger to Firstar Bank, N.A. Successor in Interest to Firstar Bank Milwaukee, N.A., as Trustee for Salomon Brothers Mortgage Securities VII, Inc. Mortgage Pass-Through Certificates Series 1998-NC7 by Ocwen Federal Bank, F.S.B. as Attorney in Fact by Warranty Deed dated and recorded November 2, 2004 in Book 7554 Page 199 or Instrument No. 052939.

BOOK PAGE
011487 0310

DOC# 023917
FILED IN OFFICE
09/17/2009 03:11 PM
BK:11487 PG:310-311
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT
HENRY COUNTY

Barbara A. Harrison
REAL ESTATE TRANSFER TAX
PAID: \$0.00

PT-61 075-20 09-007884

STATE OF TX.

COUNTY OF DALLAS

RETURN TO:
MCCURDY AND CANDLER, L.L.C.
P.O. BOX 57
DECATUR, GA 30031
File # 08-29484

SPECIAL WARRANTY DEED

THIS INDENTURE is made this September 11, 2009, by and between Fannie Mae aka Federal National Mortgage Association, Organized and existing under the laws of the United States of America (hereinafter referred to as "Grantor"), and Joseph Richardson and Khouanchay Richardson as Joint Tenants with Rights of Survivorship (hereinafter referred to as "Grantee") the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

WITNESSETH, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged by Grantor, Grantor has granted, bargained, sold, aliened, conveyed and confirmed unto the Grantee, all of Grantor's right, title and interest in and to the following described property, to wit:

All that certain property situated in the County of Henry, and State of Georgia, being described as follows: All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia and being Lot 1, Block C, Unit Two Manderley Subdivision, as per plat recorded in Plat Book 12 Page 250, Henry County records to which reference is hereby made for a more particular description of said property. For informational purposes only: The APN is shown by the County Assessor as 013A01060000; source of title is Book 995, Page 207 (recorded 09/22/88)

TO HAVE AND TO HOLD, said tract or parcel of land, together 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 said Grantee forever in FEE SIMPLE, subject only to the matters set forth herein.

+1

⑦

RECEIVED HENRY COUNTY
CLERK OF SUPERIOR COURT

2015 JUN 15 PM 2:23

BK: 14098 PG: 75-77

Filed and Recorded Jun-16-2015 11:01:37AM
DOC#: D2015-013684
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return recorded document to:
Dianna G. Denault
225 Jasper Drive
Stockbridge, Georgia 30281

AFFIDAVIT OF SURVIVING JOINT TENANT
STATE OF GEORGIA
COUNTY OF HENRY

Comes now on this 10 day of June, 2015, I, **DIANNA G. DENAULT** formerly known as **DIANNA G. FRAZIER**, residing at 225 Jasper Drive, Stockbridge, Henry County, Georgia being of lawful age, being duly sworn, state as follows:

On the 14th day of November, 1996 this interest was conveyed by Quit Claim Deed to **RUTH B. THOMPSON** and **DIANNA G. FRAZIER** as **Joints Tenants with Rights of Survivorship**, the following real property situated in Henry County, Georgia, to wit:

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia, and being Lot 2 Block C, Unit II, Manderley Subdivision, as per plat recorded in Plat Book 12, Page 251, Henry County Records to which reference is hereby made for a more particular description of said property. The street address is known as: 225 Jasper Drive, Stockbridge, Georgia, 30281.

Which document was recorded in the records of the Superior Court Clerk of Henry County, State of Georgia, Book 2442, at Page 41. There is attached hereto a certified copy of the Death Certificate of Ruth B. Thompson deceased, issued by the Department of Vital Statistics for the State of Georgia showing that the deceased Joint Tenant died on the 15th day of March, 2015.

Affiant further states that she is the surviving joint tenant in the described property, and that the decedent named in the certificate of death is one and the same person as the joint tenant named in the deed recorded as above set forth.

Affiant further states that on the date of deceased joint tenant's death she is the person identified in said deed with Rights of Survivorship.

Affiant further saith not.

Signed: Dianna G. Denault

Affiant **DIANNA G. DENAULT f/n/a DIANNA G. FRAZIER**

Signed: Andrea S. Doss

Unofficial witness: (print name) Andrea S. Doss

Subscribed and sworn to before me this
10th day of June, 2015.

Rhonda McIntyre

Notary Public

Rhonda McIntyre



02442
0041

STATE OF GEORGIA

COUNTY OF HENRY

RECORDED IN BOOK 2442-
PAGE 41
DATE RECORDED 11-18-96
CLERK David S. Taylor

NOV 15 8 46 AM '96

CLERK OF SUPERIOR COURT
HENRY COUNTY, GA.

QUIT-CLAIM DEED

HENRY COUNTY GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ -0-
DATE 11-15-96
David S. Taylor
Clerk of Superior Court

BOOK 2442 PAGE 41

THIS INDENTURE, made the 14 day of November, in the year One Thousand Nine Hundred Ninety Six, between **RUTH B. THOMPSON** and **DIANNA G. FRAZIER** as parties of the first part, hereinafter called Grantor, to **RUTH B. THOMPSON** and **DIANNA G. FRAZIER** as Joint Tenants with Rights of Survivorship, hereinafter called Grantees.

WITNESSETH that: Grantors, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Joint Tenant Grantees:

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia, and being Lot 2 Block C, Unit II, Manderley Subdivision, as per plat recorded in Plat Book 12, Page 251, Henry County Records to which reference is hereby made for a more particular description of said property. The street address is known as: 225 Jasper Drive, Stockbridge, Georgia, 30281.

FURTHER, Grantors affirm that they have not incurred any additional loans, liens, or other financial obligations against the above-described premises except as stated in the various documents which conveyed the aforementioned property to both parties on October 20, 1995.

NOTE: Neither of the parties having requested a title search, scrivener does not warrant title. Scrivener drafted deed only.

028639

Doc ID: 014658740003 Type: WD
Recorded: 01/06/2011 at 03:19:57 PM
Fee Amt: \$14.00 Page 1 of 3
Transfer Tax: \$0.00
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 11980 PG 67-69

RETURN TO:

Morns | Hardwick | Schneider
4500 Hugh Howell Road, Suite 350
Tucker, Georgia 30084

NLK-101166565

STATE OF Georgia

COUNTY OF Fulton PT-61 075-20 11-28 File # 10-04822

SPECIAL WARRANTY DEED

THIS INDENTURE is made this December 3, 2010, by and between **Federal National Mortgage Association**, (hereinafter referred to as "Grantor"), and **Terry A. Kingston** (hereinafter referred to as "Grantee") the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

WITNESSETH, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged by Grantor, Grantor has granted, bargained, sold, aliened, conveyed and confirmed unto the Grantee, all of Grantor's right, title and interest in and to the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District, Henry County, Georgia being Lot 3, Block C, of Manderley Subdivision, Unit ~~III~~ as per plat recorded in Plat Book 12, Pages 250-251, records, of Henry County, Georgia, which plat is by reference incorporated herein and made a part hereof, being improved known as 235 Jasper Drive according to the present system of numbering in Henry County, Georgia. * Unit II

TO HAVE AND TO HOLD, said tract or parcel of land, together 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 said Grantee forever in FEE SIMPLE, subject only to the matters set forth herein.

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District, Henry County, Georgia, being Lot 3, Block C of Manderley Subdivision, Unit II, as per plat thereof recorded in Plat Book 12, Pages 250 - 251, Henry County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description.

235 Jasper Drive, Stockbridge, GA, 30281
Legal Description

Exhibit A (Legal Description-Let(tot).rdw
LJ SR 09/28/06

NLK-101100656S
12/06/10 @ 05:52 PM

01437
0001

BOOK 1437 PAGE 1

QUIT-CLAIM DEED

B. & B. Printers - Jonesboro

GEORGIA, HENRY COUNTY.

THIS INDENTURE, made this 24th day of April in the year of our

Lord One Thousand Nine Hundred and ninety-two

between KOPPAR CORPORATION of the first part,

and EUGENE A. MEADOWS, II of the second part,

WITNESSETH: That the said part of the first part for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS Dollars, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and do SS by these presents bargain, sell, remise, release, and forever quit-claim to the said part y of the second part his heirs and assigns, all the right, title, interest, claim or demand which the said part y of the first part has or may have had in and to

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia and being Lot 4, Block C, Unit II, Manderley Subdivision, as per plat recorded in plat book 12, page 251, Henry County records to which reference is hereby made for a more particular description of said property.

REC'D H. B.
PAGE
DATE
CIT

APR 30 2 12 PM '92

CLERK
HENRY COUNTY, GA.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part his heirs and assigns, so that neither the said part y of the first part nor its successors & assigns xxxx, nor any other person or persons, claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal the day and year above written.

Signed, sealed and delivered in presence of

John E. Hughes
John C. Plinio

Notary Public for Henry County, Georgia

My Commission Expires July 14, 1932

KOPPAR CORPORATION

BY: John C. Plinio (Seal)

Secretary Treasurer (Seal)

(Seal)

(Seal)

(Seal)

08469

WHEN RECORDED PLEASE RETURN TO:
DREGER, COYLE, BERGMAN,
PIESCHEL & REEMSnyder, LLC ✓
2520 NORTHWINDS PARKWAY, SUITE 375
ALPHARETTA, GEORGIA 30004
(678) 566-6900 (678) 566-6939 FAX

RE: 115537 - AAMIR - JHG

BOOK PAGE
010757 0334

DOC# 006997
FILED IN OFFICE
03/06/2008 04:04 PM
BK:10757 PG:334-334
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

STATE OF GEORGIA
COUNTY OF FULTON

PT-61-075-2008-01836

REAL ESTATE TRANSFER TAX
PAID: \$277.00

WARRANTY DEED

This Indenture made this 29TH day of FEBRUARY, 2008, JOHN E. BARRON AND SHARON A. BARRON, as party or parties of the first part, hereinafter called Grantor, and HUMAIRA AAMIR, 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 00/100'S (\$10.00) DOLLARS and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA; BEING MORE PARTICULARLY DESCRIBED AS LOT 13, BLOCK C OF MANDERLEY SUBDIVISION, UNIT III, AS PER PLAT RECORDED IN PLAT BOOK 17, PAGE 124, HENRY COUNTY, GEORGIA RECORDS; SAID PLAT BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING KNOWN AS: 201 WHITESAND BAY DRIVE, STOCKBRIDGE, GA

This conveyance is subject to all easements and restrictions of record.

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 whomsoever.

IN WITNESS WHEREOF, Grantor had hereunto set grantor's hand and seal this day and year first above-written.

Signed, sealed and delivered in the presence of:

WITNESS

JOHN E. BARRON

(Seal)

NOTARY PUBLIC

SHARON A. BARRON

(Seal)

JENNIFER K. HART
Notary Public, Gwinnett County, Georgia
My Commission Expires May 23, 2009

Return Recorded Document to:
Brochstein & Bantley, P.C.
827 Fairways Court, Suite 100
Stockbridge, GA 30281

BK:18985 PG:136-136
Filed and Recorded
Mar-24-2022 12:31 PM
DOC# 2022 - 011866
Real Estate Transfer Tax
Paid: \$ 0.00
0752022003311
SABRIYA HILL
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA
Participant ID: 6001913266

Property Tax Parcel Identification no. 013A01138000

JOINT TENANCY WITH SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HENRY

File #: DRAW DEED

This Indenture made this 24th day of March, 2022, between Gloria H. Hughes aka Gloria H. Adams, as party of the first part, hereinafter called Grantor, and Gloria H. Hughes and Woodrow M. Hughes, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" 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 00/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia, being known as Lot 14, Block C of Manderly Subdivision, Unit III, as per plat of same or record at Plat Book 17, Page 124, Henry County, Georgia records. Said plat is specifically incorporated herein by reference and made a part hereof for a more complete and accurate legal description.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to O.C.G.A. § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

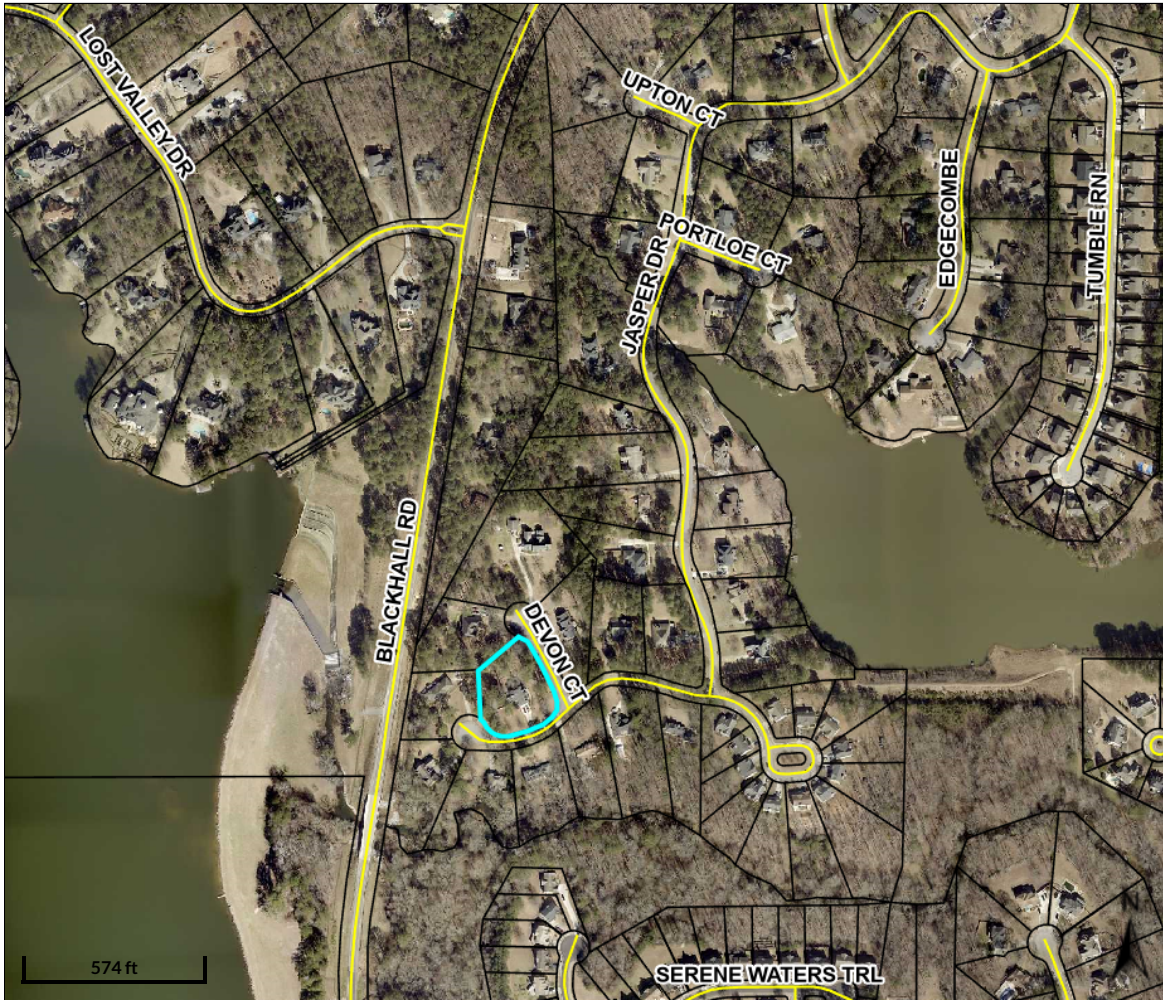
Gloria H. Hughes
Notary Public



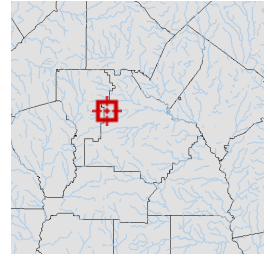
Gloria H. Hughes & Gloria H. Adams
Gloria H. Hughes aka Gloria H. Adams



Henry County, GA



Overview



Legend

- Parcels
- Roads

Parcel ID	013A01128005	Class	R	Owner	GOODMAN ANDREW J & AVILA-	Land	\$35000
Property Address	10 DEVON CT	Acreage	n/a	Address	GOODMAN JESSICA C 10 DEVON CT STOCKBRIDGE GA 30281	Value:	
District	City/Stockbridge					Building	\$383500
						Value:	
						Misc	\$0
						Value:	
						Total	\$418500
						Value:	

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: 2/29/2024

Last Data Uploaded: 2/29/2024 5:54:33 AM

Developed by Schneider
GEOSPATIAL



Henry County
Department of Planning & Zoning
Toussaint Kirk, Director

February 20, 2024

Frederick Gardiner, City Manager of the City of Stockbridge
Stockbridge City Hall
4640 North Henry boulevard
Stockbridge, GA 30281

RE: Request for Deannexation of Ten Properties into Unincorporated Henry County:

The Henry County Planning & Zoning Department has received an application for the deannexation of ten properties within the Manderley Subdivision, totaling 12.748 +/- acres in incorporated City of Stockbridge. The properties are as follows:

10 Devon Court, 013A01128005
11 Devon Court, 013A01132000
200 Jasper Drive, 013A01051000
205 Jasper Drive, 013A01061000
215 Jasper Drive, 013A01060000
225 Jasper Drive, 013A01059000
235 Jasper Drive, 013A01058000
245 Jasper Drive, 013A01057000
201 Whitestand Bay Drive, 013A1127000
211 Whitestand Bay Drive, 013A1138000

Enclosed for your review is a copy of the deannexation report prepared by Henry County Planning & Zoning Staff with application materials, the resolution of acceptance by the Henry County Board of Commissioners, and the November 7, 2023 Henry County Board of Commissioner meeting minutes.

Please provide an official letter regarding the City of Stockbridge's agreement or non-agreement to this proposed deannexation. If you have any questions or need additional information, please contact Toussaint Kirk, Planning Director at 770-288-7526.

Best Regards,

A handwritten signature in blue ink, appearing to be 'TK' or similar, written over a horizontal line.

Cc:

Enclosures

Manderley Subdivision Map

Address Codes:

10D - 10 Devon Court
11D - 11 Devon Court
200J - 200 Jasper Drive
205J - 205 Jasper Drive
215J - 215 Jasper Drive
225J - 225 Jasper Drive
235J - 235 Jasper Drive
245J - 245 Jasper Drive
201W - 201 Whitestand Bay Drive
211W - 211 Whitestand Bay Drive

Legend

-  Parcels for Deannexation
-  Roads
-  Manderley Subdivision
-  City Limits



0 0.13 0.25 0.5 Miles



Blackhall Rd

Speer Rd

Walt Stephens Rd

205J

215J

225J

235J

245J

11D

10D

201W

211W

200J



Henry County
Department of Planning & Zoning
Toussaint Kirk, Director

February 20, 2024

Frederick Gardiner, City Manager of the City of Stockbridge
Stockbridge City Hall
4640 North Henry boulevard
Stockbridge, GA 30281

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Cc:

Enclosures

RESOLUTION #23- 328

**RESOLUTION ACCEPTING PROPOSED DEANNEXATION FROM THE CITY OF
STOCKBRIDGE OF TEN (10) PARCEL OF LAND CONSISTING OF A COMBINED 12.748 +/-
ACRES IN LAND LOT 9 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA**

WHEREAS, pursuant to *O.C.G.A. Article 8*, the Henry County Board of Commissioners have received application from property owners ("Applicants") advising Henry County of their intent to deannex (DE-AX-23-01) ten (10) properties consisting of a combined total of 12.748 +/- acres in Land Lot 9 of the 12th District from the municipal boundary of the City of Stockbridge, Henry County, Georgia, being Parcels 013A01128005, 013A01132000, 013A01051000, 013A01061000, 013A01060000, 013A01059000, 013A01058000, 013A01057000, 013A01127000, and 013A01138000 (the "Property") (*see*, Exhibit A, attached hereto); and

WHEREAS, in connection with, and immediately following, the annexation, the property owners seek to change the zoning for the Property from the City of Stockbridge SR (Suburban Residential) zoning district to the Henry County R-1 (Single-Family Residence) zoning district; and

WHEREAS, *O.C.G.A. § 36-36-131* grants the City of Stockbridge the authority to deannex an area or areas of the existing corporate limits upon the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; and

WHEREAS, Henry County Board of Commissioners analyzed and whether the deannexation may be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality; and

WHEREAS, the Henry County Board of Commissioners has determined that the proposed deannexation of the Property into the County would not cause a material increase in the burden on Henry County; and

WHEREAS, the Henry County Board of Commissioners has determined that the proposed deannexation of the Property into the County would not result in an increase in density and infrastructure

demands which would be detrimental to Henry County and to the health, safety, and welfare of Henry County and its citizens; and

WHEREAS, the Henry County Board of Commissioners has determined that the proposed deannexation would not be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality.

NOW THEREFORE, BE IT RESOLVED that, pursuant to the provisions of *O.C.G.A. § 36-36-131*, et seq, Henry County accepts the proposed deannexation (DE-AX-23-01) of the Property, as described in Exhibit A, from the municipal boundaries of the City of Stockbridge to the corporate boundary of Henry County, Georgia, on the grounds that the proposed the proposed deannexation would not be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality.

BE IT FURTHER RESOLVED that the County Manager and/or the County Attorney are authorized and directed to send such notice(s) as are required by law to the City of Stockbridge and/or the effected property owners.

BE IS FURTHER RESOLVED that the County Attorney is authorized to initiate such legal proceedings as are proper to enjoin the deannexation of the Property and/or initiate and/or engage in the arbitration proceedings authorized per *O.C.G.A. § 36-36-114*.

BE IT FURTHER RESOLVED that this Resolution shall be forwarded to the City, together with such supporting documentation as are reasonable and necessary to support the same.

SO RESOLVED, THIS 7TH DAY OF NOVEMBER 2023.


CARLOTTA HARRELL, CHAIR
HENRY COUNTY BOARD OF
COMMISSIONERS

ATTEST:


STEPHANIE BRAUN
COUNTY CLERK

**STATE OF GEORGIA
COUNTY OF HENRY**

The Henry County Board of Commissioners held a Regular Public Meeting *in-person* on Tuesday, November 7, 2023, 9 a.m. at the Henry County Administration Building (Community Room), 140 Henry Parkway, McDonough GA. HenryTV also streamed this live online at its website, as well as Charter/Spectrum Channel 180 and Facebook Live.

Carlotta Harrell, Chair
Johnny Wilson, District 1 Commissioner
Neat Robinson, District 2 Commissioner
Dee Anglyn, III, District 3 Commissioner
Vivian Thomas, District 4 Commissioner
Kevin J. Lewis, Vice Chair/District 5 Commissioner

Also in attendance: Cheri Hobson-Matthews, County Manager; Laurie Schwartz and Scott Raftshoon, County Attorneys; Stephanie Braun, County Clerk and Jasmin Head, Deputy County Clerk

HENRY COUNTY CODE OF CONDUCT
(Sec. 2-2-128: Conduct during public meetings)

INVOCATION

The Invocation was given by Pastor Leonard Himes of Henry County Fire Rescue.

PLEDGE OF ALLEGIANCE
The Pledge was recited.

CALL TO ORDER

Carlotta Harrell, Chair, called the Regular Meeting of the Henry County Board of Commissioners for Tuesday, November 7, 2023 at 9:03 a.m., to order.

Announcement

The following item was advertised for the November 7, 2023 Board of Commissioners meeting, but has been postponed by staff:

AP-23-06 - Steven Wedlow of McDonough, GA appeals the administrative interpretation and determination of the Unified Land Development Code (ULDC) for property located at 168 Summerfield Drive in Land Lot 65 of the 7th District. The property consists of 0.794+/- acres and the request is for the appeal of the administrative interpretation and determination regarding front yard fencing. District 4 (Presenter: Kenta Lanham, Planner II)(Exhibit 20)

PROCLAMATION

Proclamation recognizing November 11, 2023 as Veteran's Day, and Certificate of Recognition for Master Sgt. Patricia Baisden.

(Presenter: Nicholas Ivey, Public Relations Specialist). Presentation included a video at the Heritage Park Veterans Museum featuring Jim Joyce, Museum Curator, as well as the Certificate of Recognition. Photographs were taken with the Henry County Board of Commissioners.

(Presentations were moved to the end of agenda to be heard prior to public comment)

CONSENT AGENDA

Item moved from consent to regular agenda, but then later removed from the regular agenda:
Resolution adopting the annual update of the Capital Improvements Element. Note: This will come back to a future agenda.

County Manager Cheri Hobson-Matthews read the consent agenda as follows:

Community Development Block Grant

- A. Resolution of the Board of Commissioners to accept a donation of mattresses from Connecting Henry, Inc. to be donated to the Neighborhood Stabilization Program (NSP) and Senior Services. (Presenter: Shannan Sagnot, Cluster Lead)(Exhibit 1)
Resolution #23-311

County Manager

- A. Resolution approving the purchase of real property (Wilkins Road, Hampton, GA - 66.22 acres) for future expansion of the Atlanta Speedway Airport in the amount of \$3,238,000. (Presenter: Cheri Hobson-Matthews, County Manager)(Exhibit 2)
Resolution #23-312

Department of Transportation

- A. Resolution Authorizing the Chair to sign a Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Application for fiscal year 2024. (Presenter: David Simmons, Interim DOT Director)(Exhibit 3)
Resolution #23-313
- B. Resolution of the Henry County Board of Commissioners authorizing speed humps to be installed in Morgan's Pond Subdivision. (Presenter: David Simmons, DOT Director)(Exhibit 4)
Resolution #23-314

Facilities Maintenance

- A. Resolution to award contract to Trane US Inc. for the installation of an HVAC Building Automation System (BAS) at the Administration Building in the amount of \$438,032.76. After initial 3 year period a license fee for the Hosted Ensemble will be \$2,985 per year. Funding for this project is available in the Facilities Maintenance budget with partial funding of \$249,580 available through EECBG Block Grant Award. (Presenter: Hutch Purvis, Facilities Maintenance Director/Cluster Leader)(Exhibit 5)
Resolution #23-315

- B. Resolution awarding contract to Trane US Inc., for the installation of 2 new chillers and Building Automation System for the Henry County Courthouse Complex for the amount of \$992,985. Funding has been approved by the BOC in the FY2024 Capital Improvement Plan. (Presenter, Hutch Purvis, Facilities Maintenance Director/Cluster Leader)(Exhibit 6)
Resolution #23-316

Human Resources

- A. Resolution of the Henry County Board of Commissioners to approve Medicare advantage program renewals as part of the Henry County Retiree Medical Insurance Plan for 2024 (Presenters: Holly Lafontaine, Interim HR Director)(Exhibit 7)
Resolution #23-317

Police Department

- A. Resolution of the Board of Commissioners to declare two vehicles assigned to the Henry County Police department as surplus property and suitable for disposal. (Presenter: Lt. William Powell, HCPD)(Exhibit 9)
Resolution #23-318
- B. Resolution of the Board of Commissioners authorizing the Henry County Police Department to donate surplus police vehicles to the City of Molena (Presenter: Lt. William Powell, HCPD)(Exhibit 10)
Resolution #23-319
- C. Resolution of the Board of Commissioners authorizing the Henry County Police Department to amend Resolution #23-197 to accurately reflect the terms for acquiring gunshot detection technology and necessary accessories. (Presenter: Lt. William Powell, HCPD)(Exhibit 11)
Resolution #23-320

Sheriff's Office

- A. Resolution of the Board of Commissioners approving the acceptance of an equipment award grant agreement in the amount of \$3,000.00 from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). (Presenter: Lamarion Green-Hughey)(Exhibit 12)
Resolution #23-321

SPLOST

- A. Resolution of the Board of Commissioners awarding the bid for construction of a temporary signal for East Lake Road @ Elliott Road to Reedwick, LLC in the amount of \$90,913, utilizing funding from SPLOST V for Districts 3 and 4. (Presenter: Roque Romero-Muniz, SPLOST Director/Cluster Lead)(Exhibit 13)
Resolution #23-322

- B. Resolution approving the funding of Legacy Stream and Legacy Wetland Credits for Dutchtown Road in the amount of \$277,778 from the SPLOST V Project Account. (Presenter: Roque Romero, Public Works Director/Cluster Lead)(Exhibit 14)
Resolution #23-323
- C. Resolution of the Board of Commissioners approving a Budget Amendment and awarding an emergency contract for the Design and Construction of replacement Fire Station #5 in District 1 to J.R. Bowman Construction Company of McDonough, Georgia in the amount of \$4,219,182.24 using SPLOST V Funds. (Presenter: Lynn Planchon, Capital Projects Director)(Exhibit 15)
Resolution #23-324

Transportation Planning

- A. Resolution approving a contract with Sizemore Group, LLC to conduct the Henry County Bus Stops Creative Placemaking Plan for \$139,950. (Presenter: Sam Baker, Transportation Director)(Exhibit 16)
Resolution #23-325

(This ends the consent agenda)

With no questions from the board, Chair Harrell called for a motion to approve the consent agent. **Commissioner Neat Robinson** made the motion to approve; **Commissioner Dee Anglyn** seconded. Motion carried (6-0-0)

REGULAR AGENDA

County Manager/Fire Rescue

Resolution approving purchase of property located on Harold Drive (4.97 acres) for District 4 Fire Station in the amount of \$350,000 (Presenters: Cheri Hobson-Matthews, County Manager; and Chief Jonathan Burnette, Fire Rescue)(Exhibit 17)

The new fire station will be classified as a volume station, per Chief Jonathan Burnette, due to the large call volume in the area. Improvements on Harold Drive and Tunis Drive will require the turning radiuses to be widened to allow fire trucks to turn without blocking opposing traffic.

Commissioner Vivian Thomas moved to approve; **Vice Chair Kevin Lewis** seconded. Motion carried (6-0-0). *Resolution #23-326*

Annexation: AX-23-09 (Not a Public Hearing)

The City of Stockbridge has received a request for annexation of property located at Patrick Henry Parkway, consisting of a combined 20.9071 +/- acres in Land Lot 46 of the 6th District - (Parcels 052-01025021, 052-01025024, 052-01025027, and 052-01025028). District 4 (Presenter: Toussaint Kirk, Cluster Leader)(Exhibit 18)

The future road widening project to make Patrick Henry Parkway four lanes, as well as plans to make the corridor into a medical and professional location, prompted the board to object to the requested annexation. The basis of the objection would be for services (i.e. police and fire), as well as infrastructure.

The requestors plan to create a mixed-use development with several hundred townhomes, apartments,

hotels and retail center.

The County Attorney was tasked with developing changes to the Service Delivery Strategy that would require cities who annex property follow county ordinances especially when it comes to fire service.

Commissioner Vivian Thomas made a motion to object to the annexation request; **Commissioner Johnny Wilson** seconded. Motion carried (6-0-0) *Resolution #23-327*

Deannexation: DE-AX-23-01 (Not a Public Hearing)

Henry County has received a request for deannexation of a total of ten (10) properties located at 10 & 11 Devon Court, 200, 205, 215, 225, 235, and 245 Jasper Drive, and 201 & 211 Whitesand Bay Drive consisting of a combined 12.748 +/- acres in Land Lot 9 of the 12th District - (Parcels 013A01128005, 013A01132000, 013A01051000, 013A01061000, 013A01060000, 013A01059000, 013A01058000, 013A01057000, 013A01127000, and 013A01138000). District 2 (Presenter: Toussaint Kirk, Cluster Leader)(Exhibit 19)

Mandalay Subdivision residents who were annexed into the City of Stockbridge in 2023 as a result of Senate Bill 612 requested deannexation to become part of unincorporated Henry County again. Commissioner Thomas stated that she wanted the public to know the new law allows property owners to come together and make a request for the deannexation from the city. **County Manager, Cheri Hobson-Matthews** added that once the county approves, the city still has the right to object (just as we have done in the above annexation).

Commissioner Neat Robinson made the motion to accept the deannexation request; **Commissioner Vivian Thomas** seconded. Motion carried (6-0-0). *Resolution #23-328*

Planning and Zoning (Discussion Only)

Resolution of the Board of Commissioners awarding RFP #24-05 to Croy Engineering, LLC in the amount of \$263,170.00 for the preparation and implementation of a Jonesboro Road Master Plan. (Presenter: Toussaint Kirk, Cluster Leader)(Exhibit 21)

It was decided at the direction of Chair Harrell, that county staff would meet with the commissioners over the Eastside and Westside of Jonesboro Road to determine a game plan for what the road, pertaining to businesses, would look like in its entirety rather than project by project. This is in lieu of pursuing the master plan and using the county's Highway Overlay currently in place.

In addition, staff will work with the consultant and Request for Proposal to ensure it goes above and beyond the overlay while also attempting to get the cost down.

SPLOST

Resolution regarding Special Purpose Local Option Sales Tax (Creation of SPLOST VI Committee)(Presenter: Roque Romero-Muniz, SPLOST Director/Cluster Lead)(Exhibit 22)

A committee made up of residents for the SPLOST 6 referendum was created to help the board form a list of projects and amount of revenue needed per project. Each commissioner is responsible for appointing a member, one by the county manager and one by Chair Harrell.

Appointees:

Chair Harrell: Travis Wines
District I: Oliver Hawkins
District II: Rodney Lemons
District III: Craig Burns
District IV: Anne Fields
District V: Denise Syliva
County Manager: Lourdes Kearney

Commissioner Robinson made a motion to approve the creation of the SPLOST VI Committee; **Vice Chair Lewis** seconded. Motion carried (6-0-0) *Resolution #23-239*

Stormwater (Discussion Only)

Amendment to Stormwater Ordinance (Presenter: Roque Romero-Muniz, Cluster Lead)(Exhibit 23)

Updating four ordinances: Post-Development Stormwater Management Ordinance; Stream Buffer Protection Ordinance; Litter Control Ordinance; and New Car Washes to Recycle Water. The ordinances will be presented over the next four meetings for consideration. Chair Harrell advised commissioners to read each ordinance with updates and reach out to Roque Romero with any questions prior to the next board meeting.

PRESENTATIONS

(Note: Chair Harrell moved the presentations to the end of the agenda prior to public comment.)

Emergency Rental Assistance Program (ERAP) Closeout Presentation (Presenters: David Smith, HC Financial Services Director/Cluster Lead; Elizabeth Wilson, GMEN; and Karen Curry Davis, Curry Davis Consulting)

Elizabeth Wilson stated that the program started in April 2021 through October 2023. GMEN had 3 audits with no findings showing that GMEN successfully managed \$38 million dollars to provide rental and utility assistance to Henry County residents. Four rounds of ERAP fundings were received by the county.

Everside/Employee Wellness Center Update (Presenter: Brandon King, Everside Client Success Manager; and Holly Lafontaine, Interim HR Director)

Henry Cares Health Clinic is open to employees, spouses, dependents, retirees and their spouses and retiree dependents. An overview of usage from October 2022 to September 2023 was provided.

Henry County Disparity Study - Findings & Recommendations (Presenters: Susan Harris, Purchasing Administrator; and Michelle Clark Jenkins and David Maher, Griffin & Strong)

The Request for Findings was awarded by the BOC in November 2021 to conduct a comprehensive disparity study based on who county projects are awarded to and broken down by locality, gender, ethnicity and race. The findings of the study and recommendations were presented to the Board of Commission.

Financial Update (Presenter: David Smith, Financial Services Director/Cluster Lead)

A financial summary of the county was presented to the Board of Commissioners. Included was Year-to-Date revenues, expenditures and SPLOST V collections. In addition, Year-Over-Year collections and expenditures were presented.

American Rescue Plan Act (ARPA) Presentation by Prism Management (Presenters: Monique Franklin, HC Grant Administrator; and Donna Stevenson, Prism Compliance Management)
Year-in-Review ARPA funding, allocations and expenditures for Henry County were presented.

(Discussion Only) The Grove Tax Allocation District (TAD). District 5 (Presenters: Geosam)

A proposed tax allocation district for The Grove development proposed along Lake Talmadge consisting of 2 million acres of commercial and 7,000 homes. Goesam is the developer. This will allow use of public infrastructure as part of a private development. Chair Harrell told presenters they have more work to do before coming back before the board and the public hearing.

PUBLIC COMMENT

No one signed up for public comment.

APPROVAL OF MINUTES

Approval of minutes for Oct. 3, 2023 and Oct. 30, 2023.

Commissioner Neat Robinson made the motion to approve the minutes; **Vice Chair Kevin Lewis** seconded. The motion carried 6-0-0.

UPCOMING MEETINGS AND EVENTS

- November 28, 2023 (fourth Tuesday) is a regularly scheduled BOC Meeting at 6:30 p.m.
- December 5, 2023 is a regularly scheduled BOC Meeting at 9:00 a.m.

EXECUTIVE SESSION (12:35 p.m.)

Vice Chair Kevin Lewis made a motion to enter into Executive Session to discuss Litigation; **Commissioner Dee Anglyn** seconded. Motion carried 6-0-0.

RECONVENE FROM EXECUTIVE SESSION (1:06 p.m.)

Commissioner Neat Robinson made the motion to reconvene; **Commissioner Dee Anglyn** seconded. Motion carried 6-0-0.

APPROVAL OF AN AFFIDAVIT AND RESOLUTION PERTAINING TO EXECUTIVE SESSION

Vice Chair Kevin Lewis made the motion to approve the affidavit and resolution; **Commissioner Dee Anglyn** seconded. Motion carried 6-0-0.

ADJOURNMENT

Meeting adjourned at 1:06 p.m.

Carlotta Harrell, Chair

Stephanie Braun, County Clerk



Deannexation Evaluation Report

Henry County Planning & Zoning

CITY OF STOCKBRIDGE DE-AX-23-01

Commission District: 2

Commissioner: Neat Robinson

Report Prepared by: Yaritza Nieves, Planner III

Property Owners:

Andrew J. Goodmand and Jessica C. Avila-Goodman
Connie L. Kitchens and Eddie R. Kitchens
Tony Keith Watson and Kathleen Watson
Dennis G. Britain and Star S. Britain
Joseph Richardson and Khouanchay Richardson
Dianna G. Denault
Terry A. Kingston
Eugene A. Meadows, II
Humaira Aamir
Gloria H. Hughes and Woodrow M. Hughes

Location:

10 Devon Court
11 Devon Court
200 Jasper Drive
205 Jasper Drive
215 Jasper Drive
225 Jasper Drive
235 Jasper Drive
245 Jasper Drive
201 Whitesand Bay Drive
211 Whitesand Bay Drive

Parcel ID(s):

013A01128005
013A01132000
013A01051000
013A01061000
013A01060000
013A01059000
013A01058000
013A01057000
013A01127000
013A01138000

Request:

Deannexation

BOC Meeting:

November 7, 2023

Lot Size:

12.748 +/- acres (total)

Zoning History:

A review of zoning files indicates that a rezoning request from RA-200 to RM-75 (RZ-66-12) which included the subject property as part of a larger property was denied by the Henry County Board of Commissioners of Roads and Revenues on January 3, 1967.

A review of zoning files indicates that a rezoning request from RA-200 to RM-85 (RZ-67-01) which included the subject property as part of a larger property was withdrawn by the applicant on February 7, 1967, before consideration by the Henry County Board of Commissioners of Roads and Revenues.

A review of zoning files indicates that a rezoning request from RA-200 to RA-100 (RZ-67-02) which included the subject property as part of a larger property was approved by the Henry County Board of Commissioners of Roads and Revenues on March 7, 1967.

A review of zoning files indicates that a rezoning request from RA-200 and RA-100 to C-2 (RZ-71-07) which included the subject property as part of a larger property was approved by the Henry County Board of Commissioners on August 30, 1971.

A review of zoning files indicates that a rezoning request from RA-200 to RA-150A* (RZ-82-08) which included the subject property as part of a larger property was approved by the Henry County Board of Commissioners on October 5, 1982.

* With the adoption of the ULDC in 2009, those properties zoned RA-150 or RA with one (1) acre lots were rezoned to R-1 (Single-Family Residence). As such, the current zoning of the Manderley subdivision is now R-1.

Previous to annexation by the City of Stockbridge, the properties were zoned R-1 (Single-Family Residence) as illustrated on the Henry County Official Zoning Map, which was adopted on November 19, 2013, by the Henry County Board of Commissioners.

The subject properties were annexed by the City of Stockbridge on January 1, 2023, per Georgia Senate Bill 612 (2021-2022).

Per correspondence received by Planning staff on October 19, 2023, from City of Stockbridge Community Development Department staff, the subject properties are zoned SR (Suburban Residential).

Adjacent properties are as follows:

North: City of Stockbridge

South: City of Stockbridge

East: City of Stockbridge

West: Unincorporated Henry County and City of Stockbridge

Current Land Use: Single-Family Residences

Future Land Use: Planning staff was unable to confirm the Future Land Use Map (FLUM) designation of the properties upon annexation by the City of Stockbridge. Previous to annexation by the City of Stockbridge, the properties had a FLUM designation of Low Density Residential (up to 2.0 dwelling units per acre, net).

Proposed Zoning: As per the application materials, the residents of ten (10) properties, consisting of a combined total of 12.748 +/- acres, within the Manderley subdivision propose to deannex the subject properties from the municipal boundaries of the City of Stockbridge to the unincorporated limits of Henry County. Upon deannexation,

the properties would be zoned R-1 (Single-Family Residence), which is the previous zoning designation of the properties previous to annexation by the City of Stockbridge.

Comments:

The owners of the subject property are requesting the 100% deannexation method into the City of Stockbridge. According to the Official Code Georgia Annotated, *O.C.G.A. § 36-36-131*, municipal corporations can deannex incorporated area or areas which directly abut the existing municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by lands owned by the municipal corporation or some other political subdivision, by lands owned by this state, or by the definite width of any street or street right of way; any creek or river; or any right of way of a railroad or other public service corporation.

The application packet, including the written and signed applications of all of the owners of all of the land proposed to be deannexed, and containing a complete description of the lands to be deannexed was submitted to Henry County via electronic mail (e-mail) on October 13, 2023, in accordance with *O.C.G.A. § 36-36-113*.

As per the application materials, the residents of ten (10) properties, consisting of a combine 12.748 +/- acres, within the Manderley subdivision propose to deannex the subject properties from the municipal boundaries of the City of Stockbridge to the unincorporated limits of Henry County. Upon deannexation, the properties would be zoned R-1 (Single-Family Residence), which is the previous designation of the properties previous to annexation by the City of Stockbridge.

Planning staff was unable to confirm the Future Land Use Map (FLUM) designation of the properties upon annexation by the City of Stockbridge. Previous to annexation by the City of Stockbridge, the properties had a FLUM designation of Low Density Residential (up to 2.0 dwelling units per acre, net).

The Future Land Use Map (FLUM), as part of the Henry County/Cities Joint 2040 Comprehensive Plan, designation of the subject property is Low Density Residential, which is described in the Comprehensive Plan as areas consisting of single family homes on a single lot. New development in these areas should provide pedestrian facilities, including sidewalks and crosswalks, and have an appropriate streetscape. Walkable neighborhoods should be created with appropriate parks and open space. The Low Density Residential FLUM designation supports developments with a density of up to 2.0 dwelling units per acre, net.

The subject property is located within an area designated as a Suburban Area on the Henry County Future Community Map. The area of the subject property is identified by a red arrow on the map on the following page. Suburban Areas are defined in the Comprehensive Plan as areas of primarily single-family development with local serving retail. A strategic policy for these areas is to encourage new development or redevelopment which demonstrates attention to existing adjacent neighborhoods which seeks compatibility with surrounding lot sizes. Another strategic policy for these areas is to improve pedestrian facilities including the development of sidewalks and crosswalks along major roads where connectivity is lacking.

Per *O.C.G.A. 36-36-134*, in the event of a deannexation, a municipality may, but is not required to, continue to provide any services to the property which it was providing immediately prior to the deannexation, provided that the county and municipality have agreed to terms and conditions for the municipality continuing to provide such services.

Per *O.C.G.A. 36-36-131*, a municipality is granted the authority to deannex an area or areas of the existing corporate limits upon the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation. If the governing authority of the county consents to the deannexation and the deannexation conforms with the requirements of *O.C.G.A. Article 8*, the governing authority of the municipal corporation shall approve such deannexation unless it finds that the deannexation would be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality.

Recommendation:

It is Planning & Zoning staff's opinion that the deannexation would not be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the City of Stockbridge.

Attachments:

- RZ-82-08 October 5, 1982, Board of Commissioner meeting minutes
- Aerial Map
- Zoning Map
- Tax Map
- Future Land Use Map
- Resolution
- Application Packet

STATE OF GEORGIA

COUNTY OF HENRY

October 5, 1982

The regular meeting of the Board of Commissioners of Henry County was held in the Administration Building on October 5, 1982 at 9:35 a.m.

Those present were:

Edward H. Whiddon, Sr., Chairman, presiding
William M. Gardner, Vice Chairman
James R. Brannan, Commissioner
W. D. Patrick, Commissioner
Marion Hall Simpson, Commissioner

Ron Rabun, County Administrator; Philip Keen, County Attorney; Beverly McLeod, Clerk; Tom Shedd, Zoning Administrator; Sherri DeCinque, Henry Herald; Pat Murdock, Henry Neighbor; Robert Clough, WZAL; Lewis Hurd; Mac Irvin; Phil Kelley; and several visitors.

The Reverend Lindsey Smith, Associate Pastor of Bear Creek Baptist Church, gave the invocation and the Chairman led in the pledge to the flag.

The Chairman explained to those present that the County Administrator would open the bids at this time and that the bids would be awarded later during the meeting after tabulation was complete.

Officer James L. Dunlap, a Deputy Jailer, was presented with a Letter of Commendation for the bravery exercised by him on September 11, 1982 when he rescued jail inmates during a fire. The Chairman expressed his appreciation to Officer Dunlap and Sheriff Chaffin who also was present.

Mr. Charles Shaw of Dailey Mill Road spoke to the Board regarding damage that had been done to the road by garbage trucks. Commissioner Patrick stated that he and Road Superintendent Dickey would go to the road and investigate the matter. Mr. Shaw expressed his thanks.

Mr. Robert Whitaker of Camp Fortson came before the Board to present a deed copy of a previously unnamed road (currently know as Russell Road). He wanted to verify that the road was a county road. The Chairman stated that if Mr. Whitaker could provide the County Attorney with a photostat of the 1903 deed that the matter would be investigated.

Mr. Lewis Hurd, who was representing J. P. Evans (a developer), presented copies of plats to the Board to assist them in reviewing Mr. Evans' rezoning request change from C-2 and RM-75 to R-150B on Highway 351, LL 22 & 43 of the 6th district. Change was requested for the future development of Windhaven Plantation Subdivision and the Planning Board recommended approval. Mr. Hurd explained that since part of the property was zoned C-2 and part RM-75, the desire was to zone both landlots residential. Commissioner Brannan made the motion to approve this rezoning request and Commissioner Patrick seconded. Motion passed with unanimous approval.

A preliminary plat approval for J. P. Evans, Windhaven Planation, Unit Two, was granted on a motion made by Commissioner Simpson with the stipulation that it pass soil and erosion and road specs. Commissioner Patrick seconded and motion passed unanimously.

The Zoning Administrator presented a rezoning request change of Zack's Properties from C-1 to C-4 on the corner of Hwy. 138 and Hwy. 155 for a convenience store (Nite Owl#13). C-4 was requested since Zack's Properties would like to sell beer and wine at the proposed location, LL 133 of the 11th district. The Planning Board recommended approval. Since a store had previously been at that location,

Page two

October 5, 1982

Commissioner Brannan inquired of the Zoning Administrator if this request would be grandfathered. The Zoning Administrator stated that the grandfather clause does not apply when there is a change of tenant, a considerable amount of expansion, or a change in use, Section 8-6, Page 68, of the Zoning Manual. Mr. Wayne Staples, Mrs. Davidson, Mrs. Crumbley, and Mrs. Louise Fitzgerald, concerned citizens who were present, opposed the request, stating that this was a dangerous intersection, believed the store would increase the number of DUIs on the Road if it sells beer and wine, and do not want the added litter that could possibly result. Commissioner Patrick inquired about the lot size and Zack Hinton informed the Board that the lot was approximately 270' x 270', the lot has been recurbed with underground drainage, there will be an access lane coming off of Hwy. 138 and 155, and that the request has been approved by State D.O.T. Commissioner Tom Moreland and the State Fire Marshall. Stating that since it was already zoned C-1, the Vice Chairman made a motion to rezone the lot C-4. Commissioner Patrick seconded and motion passed by quorum with Commissioners Brannan and Simpson opposing.

At this time, the Zoning Administrator presented a beer and wine application for Nite Owl #13 for the Board's approval. He advised the Board that the manager's check from the Police Department had not been received. Commissioner Patrick made the motion to table the request until 9:30 a.m., October 19, 1982. Commissioner Simpson seconded and all were in favor.

Mr. Richard Chatham of Koppar Corporation presented a rezoning request change from RA-200 to R-150A in LL 7, 8, and 26 of the 12th district (former "Lion Country Safari" property). The Planning Board had approved the request subject to the proper letter from the Water Authority; and also approved a variance of the required 30' sidelines. Mr. Chatham explained to the Commissioners that the Planning Board had not approved the request two years ago; subsequently, his corporation had upgraded the subdivision project which would include a community center, beach, pool, clubhouse, and tennis court with one-acre lots. Mr. Chatham stated that the R-150A zoning was requested because of needed flexibility to shift the houses if necessary and maintain the land mass and that his corporation would be willing to work with any restrictive covenants that the Board required. Commissioner Simpson inquired about the flood way of the Lake Spivey dam located in the area and stated that in the final approval, he would not vote for the project if the flood way is not indicated on the preliminary plat. Mr. Chatham stated that he was in receipt of a letter from the State indicating that the dam was safe. Commissioner Brannan made a motion to approve the rezoning request and the Vice Chairman seconded. All were in favor.

A preliminary plat approval of Unit 1 (66.92 acres) for the above project was presented. Commissioner Brannan made the motion to approve the preliminary plat subject to a soil and erosion plan, passing of restrictive covenants, approved by the Board of Commissioners, and an indication of how the community property (community center, beach, pool, etc.) will be divided. The Vice Chairman seconded and motion passed unanimously.

Robert E. Kordet, who was present, presented a conditional use request for additional greenhouses at LL 73 of the 8th district, containing 5.16 acres located on River Road. The Planning Board had approved the conditional use subject to a) a one-year review, b) shrubs be planted and all landscaping of property to be properly done prior to any building permits for requested additional greenhouses, and c) that Kordet build only three greenhouses in 1983 and three greenhouses in 1984. The Zoning Administrator explained to the Board that the above stipulations were placed on this request due to the public input obtained at the Planning Board's meeting. The Vice Chairman made the motion to approve the conditional use subject to the same aforementioned stipulations. Commissioner Brannan seconded and all were in favor.

Mike Clanton came before the Board to present a rezoning request change from M-1 to C-4 for a body repair shop at LL 155 of the 7th district located on the corner of Highway Barn Road and Hwy. 42 (formerly known as Holbrook Machinery, Inc.). The Planning Board had recommended approval with appropriate screening of the fenced areas. Commissioner Patrick made the motion to approve the rezoning request change to C-4 with appropriate screening installed and the Vice Chairman seconded. Motion passed unanimously.

Legend

Request

DE-AX-23-01

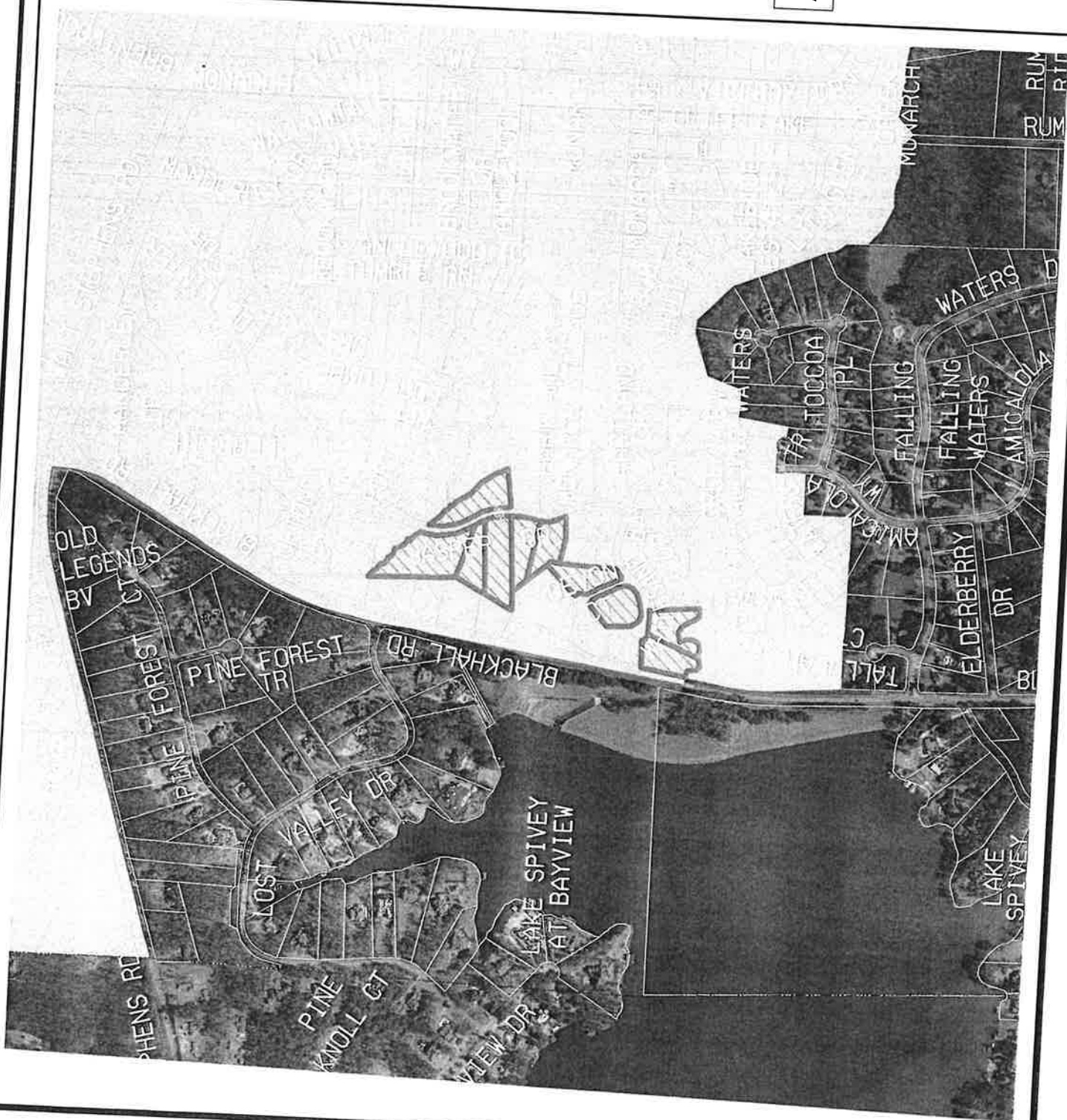
Stockbridge City Limits

AERIAL MAP

Scale: 1" = 800'



This map is for graphical representation only. It is not a legal document.



Legend

Request

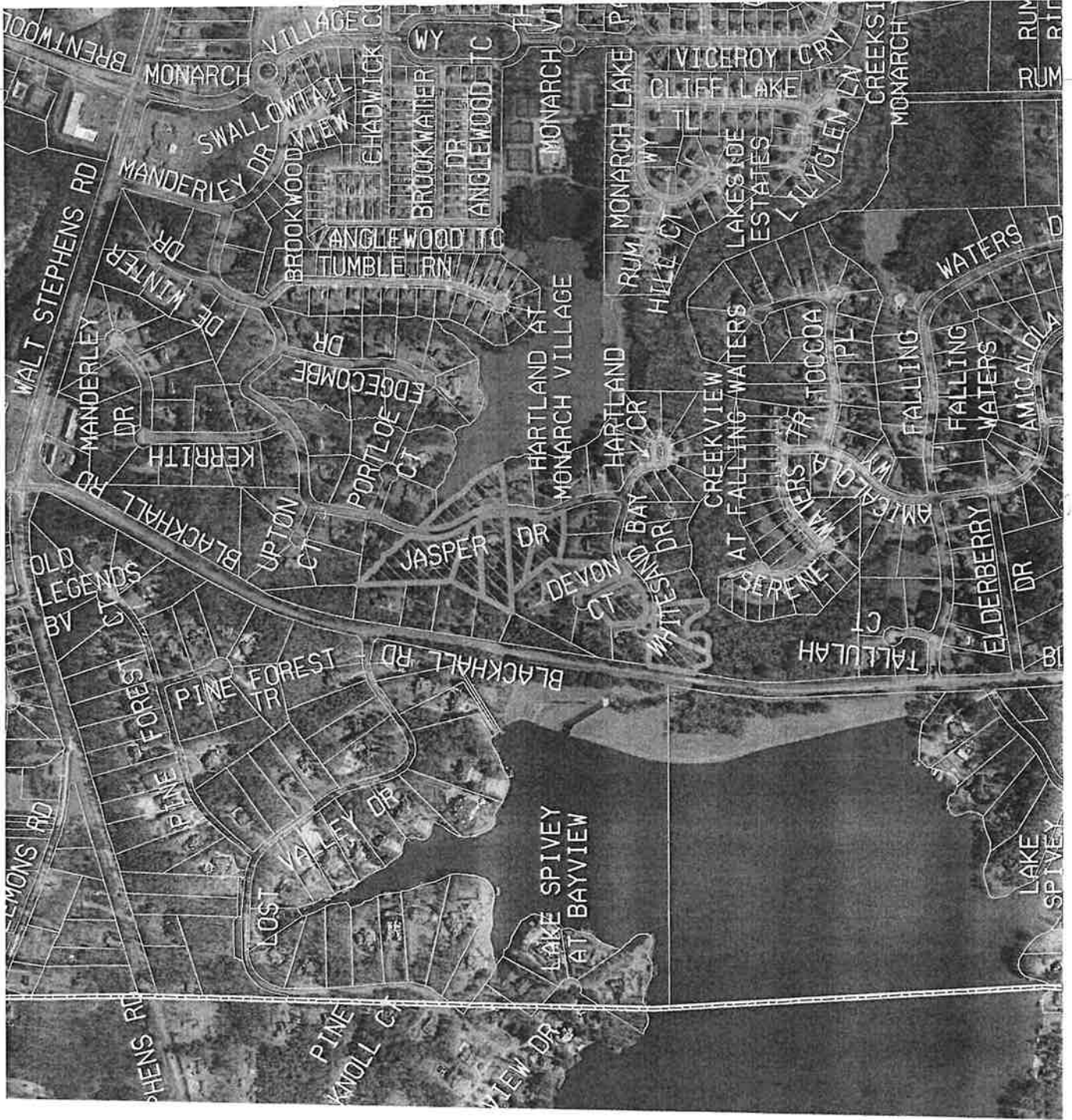
DE-AX-23-01

AERIAL MAP

Scale: 1" = 800'



This map is for graphical representation only. It is not a legal document.





Legend

Request

DE-AX-23-01

- RS
- RMH
- RM
- RD
- RA
- R-4
- R-3
- R-2
- R-1
- PD
- OI
- MU
- MR2
- MR1
- M-2
- M-1
- DTRC
- DTMU
- CITY
- C-3
- C-2
- C-1

Scale: 1" = 800'

Current Zoning Map

This map is for graphical representation only. It is not a legal document.





Request

DE-AX-23-01

SR

RMH

RM

RD

RA

R-4

R-3

R-2

R-1

PD

10

MU

MR

MR

M-2

M-1

DT

DTM

CIT

30

C-2

6-1

Scale: 1"= 800'

Current Zoning Map

This map is for graphical representation only. It is not a legal document.



Request

DE-AX-23-01

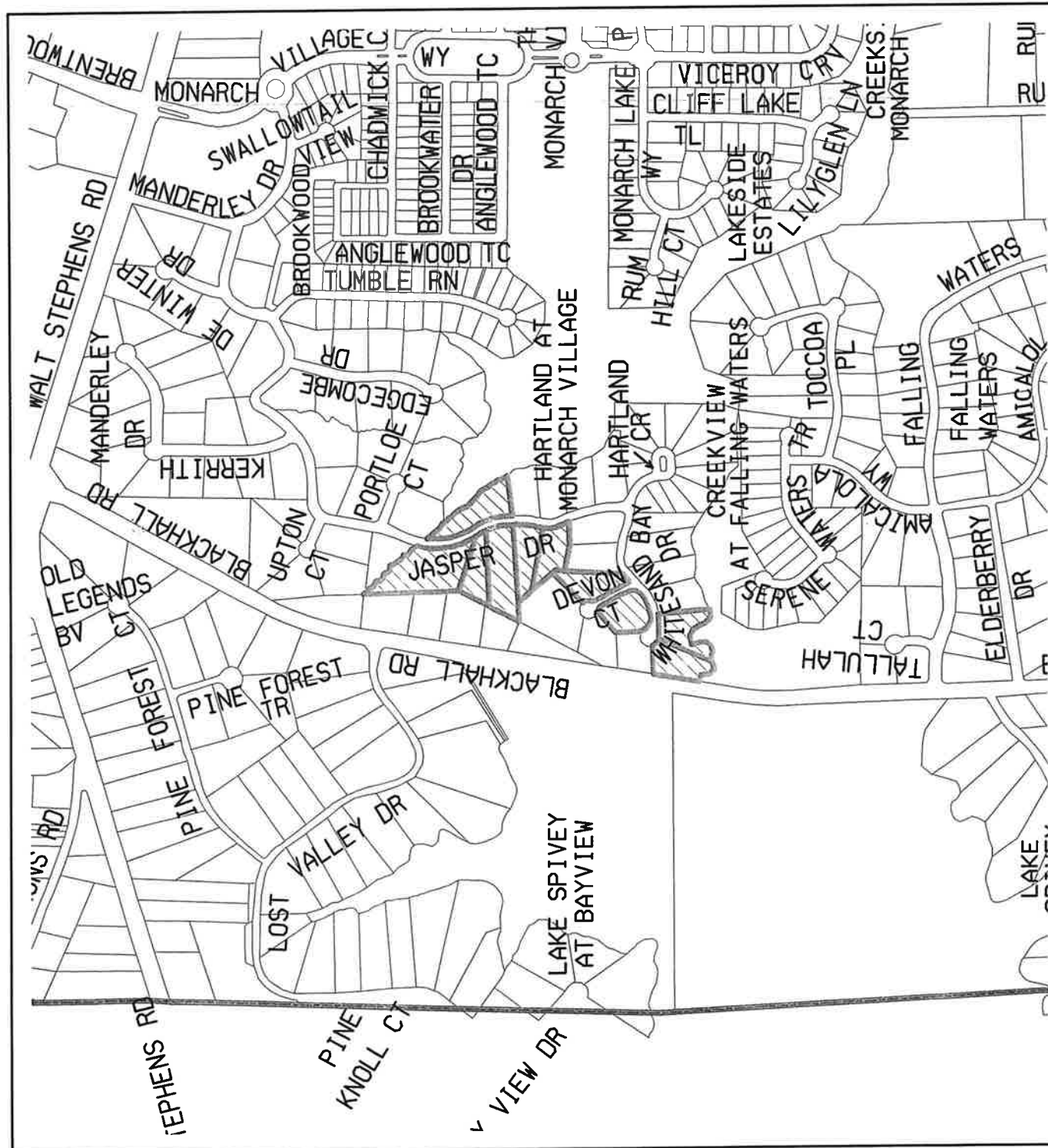


TAX MAP

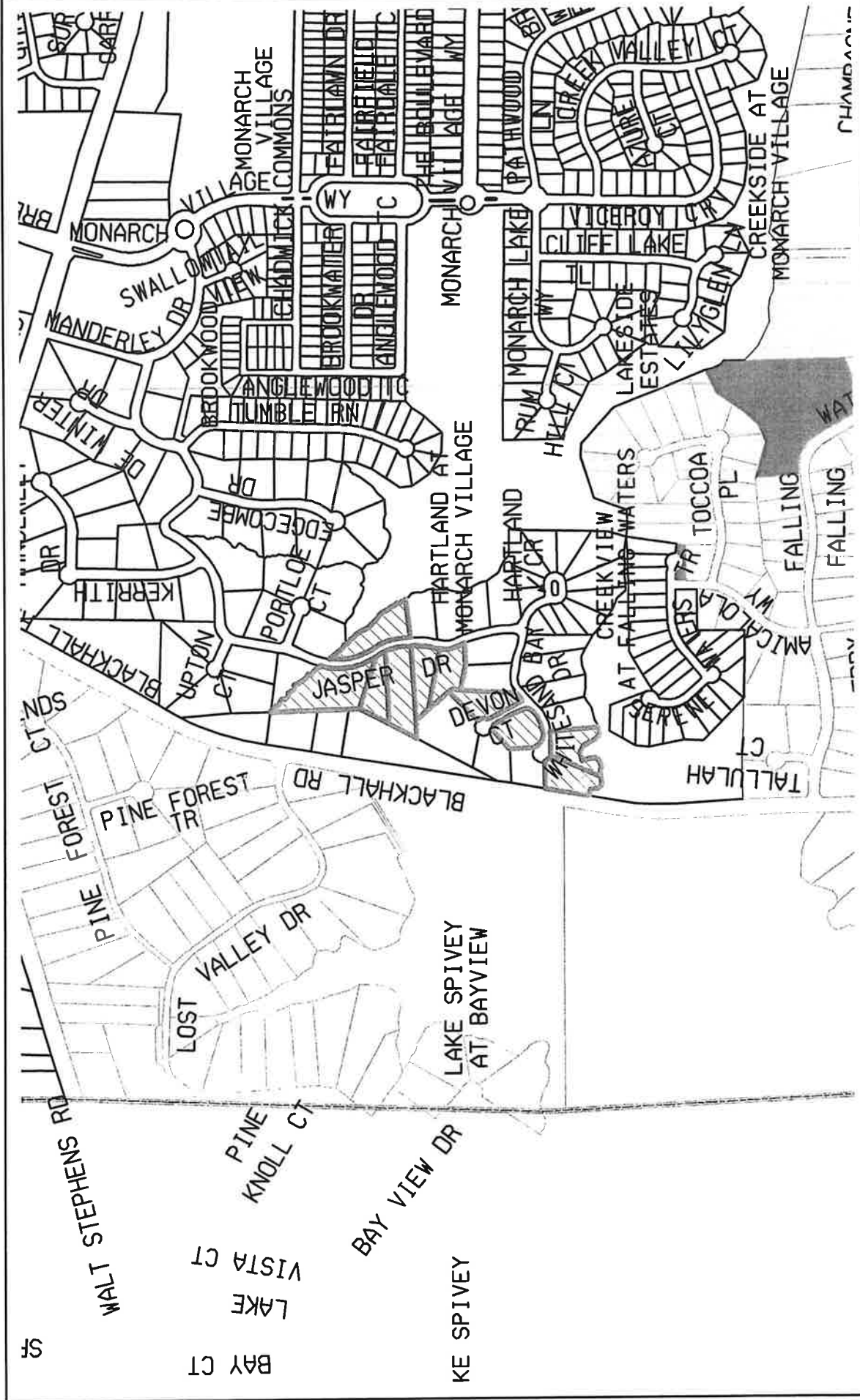
Scale: 1" = 800'



This map is for graphical representation only. It is not a legal document.



Future Land Use Map



DE-AX-23-01

FLU

CITY

MX - Mixed Use

RR - Rural Residential

LD - Low Density Residential

MD - Medium Density Residential

HD - High Density Residential

COM - Commercial

01 - Office Institutional

INDUS - Industrial

PI - Public/Institutional

PRC - Park/Recreation/Conservation

TCU - Transportation/Communication/Utilities

[illegible]

	DE-AX-23-01	RR - Rural Residential	COM - Commercial	PRC - Park/Recreation/Conservation
	FLU	LD - Low Density Residential	OI - Office Institutional	TCU - Transportation/Communication/Utilities
	CITY	MD - Medium Density Residential	INDUS - Industrial	
	MX - Mixed Use	HD - High Density Residential	PI - Public/Institutional	

RESOLUTION #23-____

**RESOLUTION ACCEPTING PROPOSED DEANNEXATION FROM THE CITY OF
STOCKBRIDGE OF TEN (10) PARCEL OF LAND CONSISTING OF A COMBINED 12.748 +/-
ACRES IN LAND LOT 9 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA**

WHEREAS, pursuant to *O.C.G.A. Article 8*, the Henry County Board of Commissioners have received application from property owners (“Applicants”) advising Henry County of their intent to deannex (DE-AX-23-01) ten (10) properties consisting of a combined total of 12.748 +/- acres in Land Lot 9 of the 12th District from the municipal boundary of the City of Stockbridge, Henry County, Georgia, being **Parcels 013A01128005, 013A01132000, 013A01051000, 013A01061000, 013A01060000, 013A01059000, 013A01058000, 013A01057000, 013A01127000, and 013A01138000** (the” Property”) (*see*, Exhibit A, attached hereto); and

WHEREAS, in connection with, and immediately following, the annexation, the property owners seek to change the zoning for the Property from the City of Stockbridge SR (Suburban Residential) zoning district to the Henry County R-1 (Single-Family Residence) zoning district; and

WHEREAS, *O.C.G.A. § 36-36-131* grants the City of Stockbridge the authority to deannex an area or areas of the existing corporate limits upon the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; and

WHEREAS, Henry County Board of Commissioners analyzed and whether the deannexation may be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality; and

WHEREAS, the Henry County Board of Commissioners has determined that the proposed deannexation of the Property into the County would not cause a material increase in the burden on Henry County; and

WHEREAS, the Henry County Board of Commissioners has determined that the proposed deannexation of the Property into the County would not result in an increase in density and infrastructure

demands which would be detrimental to Henry County and to the health, safety, and welfare of Henry County and its citizens; and

WHEREAS, the Henry County Board of Commissioners has determined that the proposed deannexation would not be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality.

NOW THEREFORE, BE IT RESOLVED that, pursuant to the provisions of *O.C.G.A. § 36-36-131*, et seq, Henry County accepts the proposed deannexation (DE-AX-23-01) of the Property, as described in Exhibit A, from the municipal boundaries of the City of Stockbridge to the corporate boundary of Henry County, Georgia, on the grounds that the proposed the proposed deannexation would not be detrimental to the health, safety, and welfare of the residents and property owners of the area to be deannexed or to the area remaining within the municipality.

BE IT FURTHER RESOLVED that the County Manager and/or the County Attorney are authorized and directed to send such notice(s) as are required by law to the City of Stockbridge and/or the effected property owners.

BE IS FURTHER RESOLVED that the County Attorney is authorized to initiate such legal proceedings as are proper to enjoin the deannexation of the Property and/or initiate and/or engage in the arbitration proceedings authorized per *O.C.G.A. § 36-36-114*.

BE IT FURTHER RESOLVED that this Resolution shall be forwarded to the City, together with such supporting documentation as are reasonable and necessary to support the same.

SO RESOLVED, THIS 7TH DAY OF NOVEMBER 2023.

CARLOTTA HARRELL, CHAIR
HENRY COUNTY BOARD OF
COMMISSIONERS

ATTEST:

STEPHANIE BRAUN
COUNTY CLERK

Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS.

THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/DEPARTMENTS/M-R/PLANNING-ZONING) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY

AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY

MCDONOUGH, GEORGIA 30253



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 10 DEVON CT.

Parcel ID Number 013AD1128005

Owner's name(s) ANDREW J. GOODMAN Percentage of interest: 50%
JESSICA C. AVILA-GOODMAN Percentage of interest: 50%

We certify that the foregoing information is true and correct, this 8 day of October, 2023

Andrew J. Goodman

Property Owner- Printed

[Signature]

Signature of Property Owner

Jessica C. Avila-Goodman

Property Owner- Printed

[Signature]

Signature of Property Owner

Sworn to and subscribed before me, this 8 day of October, 2023.



[Signature]

Notary Public (Seal)



**HENRY COUNTY
DEPARTMENT OF PLANNING & ZONING**

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 10 DEVON CT. STOCKBRIDGE, GA 30281

Parcel ID Number 013A01128005

* 1. Total number of existing residential structures located on the subject parcel: 1

* 2. Description of the residential structures located on the subject property as listed above:

private home

* 3. Total number of person(s) residing within each structure: 5

* 4. Age, Sex, and Race of each of those individuals:
USE ADDITIONAL FORMS IF NEEDED

Age	Sex	Race
<u>39</u>	<u>M</u>	<u>Caucasian</u>
<u>37</u>	<u>F</u>	<u>Hispanic</u>
<u>18</u>	<u>F</u>	<u>Hispanic</u>
<u>15</u>	<u>F</u>	<u>Hispanic</u>
<u>10</u>	<u>M</u>	<u>Hispanic</u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature [Signature] Date 10/8/23



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) ANDREW J. GOODMAN

JESSICA C. AVILA-GOODMAN

* PHONE NUMBER

470-535-3140

EMAIL ADDRESS ajgoodman0324@gmail.com

DEANNEXATION FROM

☐ HAMPTON

☐ LOCUST GROVE

☐ MCDONOUGH

☒ STOCKBRIDGE

LOCATION/ADDRESS

10 DEVON CT. STOCKBRIDGE GA 30281

LAND LOT/DISTRICT

9/12

ACERAGE

1

PARCEL ID NUMBER

013A01128005

ZONING DISTRICT(S)

SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S)

Andrew J. Goodman

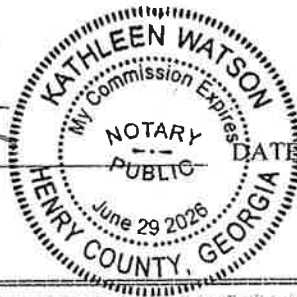
DATE 10/8/23

Jessica C. Avila-Goodman

DATE 10/8/23

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

NOTARY SIGNATURE AND SEAL



10-8-2023

(Office use only)

Pre-application meeting:	Title:	Date:
Application checked by:	Title:	Date:
BOC Meeting Date:	BOC Decision:	Date:
Planning Director's Signature:	Date:	



**HENRY COUNTY
DEPARTMENT OF PLANNING & ZONING**

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

* Yes ☐ No ☒

If Yes, the applicant/property owner/agent and/or 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:

*

Commissioner/Zoning Advisory Board 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 8 day of October, 2023

Jessica C. Avila-Goodman

Applicant/Property Owner/Agent/Other Name - Printed

Jessica C. Avila-Goodman

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

Yes ☐ No ☒

If Yes, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 4 day of October, 2023

Andrew T. Goodman

Applicant/Property Owner/Agent/Other Name - Printed

[Signature]

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023.



[Signature]

Notary Public (Seal)

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

De-annexation reason # 1: **Trust**

On 5-24-2018, the Stockbridge Director of Community Development Services met with Manderley property owners and asked for our support to defeat the referendum for the creation of the City of Eagles Landing. She stated that Stockbridge believed Manderley would be better off to stay unincorporated because we weren't a good fit for the City of Eagles Landing, and added that we weren't a good fit for the City of Stockbridge either. She went on to reassure us that they would not attempt to annex us in the future. **Stockbridge broke their promise when they annexed Manderley.**

De-annexation reason # 2: **Services**

On 9-29-2022, Stockbridge Representatives held another meeting with homeowners in our area, and the Director of Public Works was asked if he could guarantee that Stockbridge would provide the same DOT services that Henry County was providing us. His answer was "no". When we inquired if Stockbridge even owns the equipment needed for these projects, the answer was again, "no". **Stockbridge has been unable to commit to the same level of service that Henry County provides.**

De-annexation reason #3: **Taxation without representation**

On 11-8-2022, Manderley's voting district voted against annexation. The financial instability of Stockbridge is a major problem, and they are in desperate need of a cash infusion to offset budget shortfalls created before we were annexed. **It is wrongheaded for a city that we did not vote to be in, to annex us anyway and then tax us for millions of dollars of mistakes made by city officials that we did not elect.**


Signature

Jessica C. Anla-Goodman
Printed Name

10/8/23
Date

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2018 APR 16 PM 12:40

BK: 15799 PG: 62-63

Filed and Recorded

Apr-16-2018 04:06:48PM

DOC#: D2018-009636

Real Estate Transfer Tax Paid \$222.50

0752018002695

BARBARA A. HARRISON

CLERK OF SUPERIOR COURT Henry County GA.

✓ Kenneth R. Luther
Kennesaw, Ga. 30144

Return Recorded Document to:
ANDREW J. GOODMAN
10 DEVON COURT
STOCKBRIDGE, GA 30281

JOINT TENANCY WITH SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA,

COUNTY OF HENRY

File #: 54386KL

This Indenture made this 6TH day of APRIL between JOHN GEORGE HENRIQUEZ, JR. and LISA ELAINE HENRIQUEZ, as party or parties of the first part, hereinafter called Grantor, and ANDREW J. GOODMAN and JESSICA C. AVILA-GOODMAN, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" 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 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9, 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 11, BLOCK C, MANDERLEY SUBDIVISION, UNIT III, PER PLAT AT PLAT BOOK 17, PAGE 124, HENRY COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE. THIS PROPERTY IS KNOWN AS 10 DEVON COURT, STOCKBRIDGE, GA 30281.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

NOTE: Iron stakes on all lot corners.
SUBDIVIDER:
 Kasper Corporation
 R.O. Box 1116
 9594 Tara Blvd.
 Jonesboro, Ga. 30237
 (404) 471-1533

Water System to be installed by Henry County. Lines, valves and hydrants to be installed as per Henry County specifications.
 Future Sanitary Sewer to be within R/W of Roads.

Individual sewage disposal system to be approved by Henry County Health Dept. or an individual lot basis.

CENTERLINE CURVE DATA

Curve No. 1	Curve No. 2	Curve No. 3	Curve No. 4	Curve No. 5	Curve No. 6
$\Delta = 27^{\circ}24'46''$ R.L.	$\Delta = 51^{\circ}12'16''$ L.L.	$\Delta = 11^{\circ}56'18''$ L.L.	$\Delta = 20^{\circ}53'35''$ R.L.	$\Delta = 11^{\circ}10'30''$ R.L.	$\Delta = 22^{\circ}05'21''$ L.L.
$D = 26^{\circ}22'08''$	$D = 47^{\circ}45'28''$	$D = 11^{\circ}56'18''$ L.L.	$D = 19^{\circ}54'35''$	$D = 10^{\circ}47'17''$	$D = 11^{\circ}12'05''$
$T = 53.35'$	$T = 59.72'$	$T = 52.02'$	$T = 77.19'$	$T = 52.03'$	$T = 100.00'$
$R = 219.215'$	$R = 124.623'$	$R = 496.137'$	$R = 289.232'$	$R = 531.883'$	$R = 512.327'$
$L = 104.63'$	$L = 111.37'$	$L = 103.66'$	$L = 150.87'$	$L = 103.74'$	$L = 197.52'$

Curved-Sec Details

Curve No.	Curve No. 1	Curve No. 2	Curve No. 3	Curve No. 4	Curve No. 5	Curve No. 6
$57^{\circ}20'17''$	$33^{\circ}52'05''$	$85^{\circ}35'25''$	$183^{\circ}12'13''$	$101^{\circ}32'14''$	$208^{\circ}45'39''$	$49^{\circ}41'07''$

Total Area = 15.15 Acres

Curisla Caribbean N.V.
 D.R. 445/279
 P.R. 4/271

FILED IN OFFICE THIS THE 7 DAY OF February 1989
 at 10:40 o'clock A.M.
 Sara C. Taylor
 Clerk Superior Court

Robert S. Mitchell
 Surveyor

THE 12th DISTRICT OF HENRY COUNTY, GEORGIA

SCALE: 1" = 100' **DATE: JAN. 6, 1989**

FB 17 PG 124

Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS. THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/departments/m-r/planning-zoning) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY
AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY
MCDONOUGH, GEORGIA 30253



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) CONNIE L KITCHENS

EDDIE R KITCHENS

* PHONE NUMBER 678-897-8641 EMAIL ADDRESS ckitchens94@gmail.com

DEANNEXATION FROM ☐ HAMPTON ☐ LOCUST GROVE ☐ MCDONOUGH ☒ STOCKBRIDGE

LOCATION/ADDRESS 11 DEVON CT. STOCKBRIDGE, GA 30281

LAND LOT/DISTRICT 9/12 ACERAGE 1.011

PARCEL ID NUMBER 013A01132000 ZONING DISTRICT(S) SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S) Connie L. Kitchens DATE Oct. 8th, 2023
[Signature] DATE Oct. 8th, 2023

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

[Signature]
NOTARY SIGNATURE AND SEAL



DATE 10-8-2023

(Office use only)

Pre-application meeting: _____ Title: _____ Date: _____
Application checked by: _____ Title: _____ Date: _____
BOC Meeting Date: _____ BOC Decision: _____ Date: _____
Planning Director's Signature: _____ Date: _____



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 11 DEVON CT. STOCKBRIDGE, GA 30281

Parcel ID Number 013A01132000

☒ Owner's name(s) CONNIE L KITCHENS Percentage of interest: 50%

EDDIE R KITCHENS Percentage of interest: 50%

We certify that the foregoing information is true and correct, this _____ day of _____,

Connie L. Kitchens

Property Owner- Printed

Connie L. Kitchens

Signature of Property Owner

Eddie R. Kitchens

Property Owner- Printed

[Signature]

Signature of Property Owner

Sworn to and subscribed before me, this 8 day of OCTOBER 10-8-2023



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 11 DEVON CT. STOCKBRIDGE, GA 30281

Parcel ID Number 013A01132000

* 1. Total number of existing residential structures located on the subject parcel: 1

* 2. Description of the residential structures located on the subject property as listed above:
Private Home

* 3. Total number of person(s) residing within each structure: 4

* 4. Age, Sex, and Race of each of those individuals:
USE ADDITIONAL FORMS IF NEEDED

Age	Sex	Race
<u>62</u>	<u>F</u>	<u>Black</u>
<u>65</u>	<u>M</u>	<u>Black</u>
<u>13</u>	<u>F</u>	<u>Black</u>
<u>8</u>	<u>M</u>	<u>Black</u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature Connie L. Kitchens Date Oct-8th 2023



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

☒ Yes ☐ No ☒

If **Yes**, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 _____ day of _____,

Eddie R. Kitchens

Applicant/Property Owner/Agent/Other Name - Printed

[Signature]

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8th day of October, 2023



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

☒ Yes ☒ No

If Yes, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 8 day of October, 2023

Connie L. Kitchens

Applicant/Property Owner/Agent/Other Name - Printed

Connie L. Kitchens

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023



Kathleen Watson

Notary Public (Seal)

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

De-annexation reason # 1: **Trust**

On 5-24-2018, the Stockbridge Director of Community Development Services met with Manderley property owners and asked for our support to defeat the referendum for the creation of the City of Eagles Landing. She stated that Stockbridge believed Manderley would be better off to stay unincorporated because we weren't a good fit for the City of Eagles Landing, and added that we weren't a good fit for the City of Stockbridge either. She went on to reassure us that they would not attempt to annex us in the future. **Stockbridge broke their promise when they annexed Manderley.**

De-annexation reason # 2: **Services**

On 9-29-2022, Stockbridge Representatives held another meeting with homeowners in our area, and the Director of Public Works was asked if he could guarantee that Stockbridge would provide the same DOT services that Henry County was providing us. His answer was "no". When we inquired if Stockbridge even owns the equipment needed for these projects, the answer was again, "no". **Stockbridge has been unable to commit to the same level of service that Henry County provides.**

De-annexation reason #3: **Taxation without representation**

On 11-8-2022, Manderley's voting district voted against annexation. The financial instability of Stockbridge is a major problem, and they are in desperate need of a cash infusion to offset budget shortfalls created before we were annexed. **It is wrongheaded for a city that we did not vote to be in, to annex us anyway and then tax us for millions of dollars of mistakes made by city officials that we did not elect.**

Connie L. Kitchens
Signature

Connie L. Kitchens
Printed Name

Oct. 8th, 2023
Date

Recording requested by: _____

Space above reserved for use by Recorder's Office

When recorded, mail to: _____

Document prepared by: _____

Name: Connie Kitchens

Name _____

Address: 11 Devon Court

Address _____

City/State/Zip: Stockbridge, GA 30281

City/State/Zip _____

Property Tax Parcel/Account Number: _____

BK: 14626 PG: 130-131

Filed and Recorded Jun-02-2016 03:17:56PM

DDC#: D2016-013282

Real Estate Transfer Tax \$0.00

52016004156

BARBARA A. HARRISON

CLERK OF SUPERIOR COURT Henry County GA.

Quitclaim Deed

This Quitclaim Deed is made on FEBRUARY 12, 2014, between
Connie L Kitchens, Grantor, of 11 Devon Court
Stockbridge, City of Stockbridge, State of Georgia 30281,
and Eddie R Kitchens, Grantee, of 11 Devon Court
Stockbridge, City of Stockbridge, State of Georgia 30281.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 11 DEVON COURT

Stockbridge, City of STOCKBRIDGE, State of GEORGIA 30281:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 7, BLOCK C, UNIT III OF MANDERELY SUBDIVISION, AS PER PLAT OF RECORD IN PLAT BOOK 17, PAGE 124, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE FOR A MORE COMPLETE AND ACCUTE DESCRIPTION.

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2014 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

★NOVA Quitclaim Deed Pg.1 (07-07)

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT
2016 JUN -2 PM 2:47

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT
2016 APR -1 AM 11:07
VOID

NOTE: Iron stakes on all lot corners.
 SUBDIVIDER:
 Kapper Corporation
 P.O. Box 1116
 9594 Tara Blvd.
 Jonesboro, Ga. 30237
 (404) 471-1533

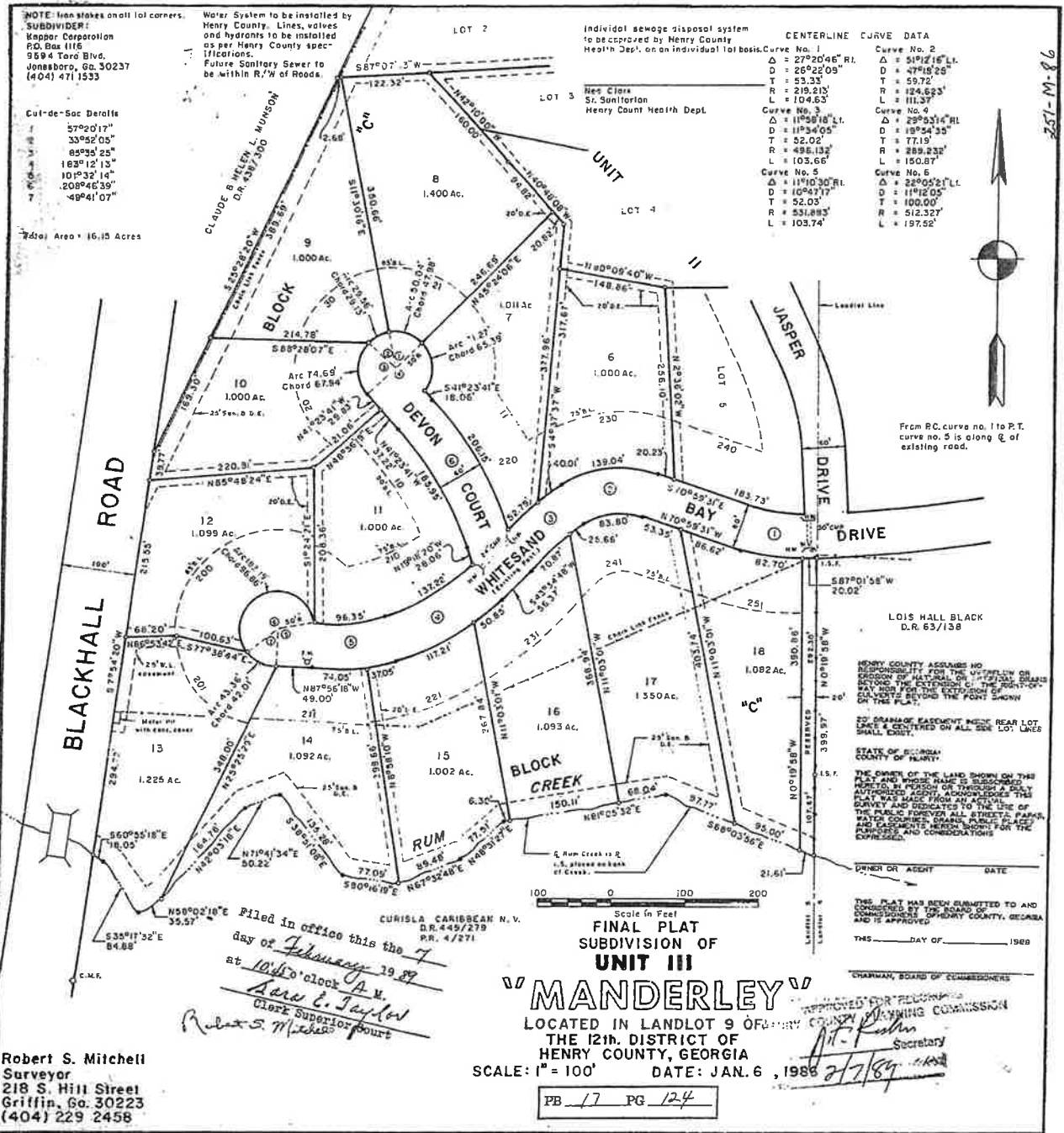
Cut-de-Sac Details
 1 57°20'17"
 2 33°52'05"
 3 85°35'25"
 4 183°12'13"
 5 10°32'14"
 6 208°46'39"
 7 49°41'07"

7.45± Area = 16.15 Acres

Water System to be installed by
 Henry County. Lines, valves
 and hydrants to be installed
 as per Henry County spec-
 ifications.
 Future Sanitary Sewer to
 be within R/W of Roads.

Individual sewage disposal system
 to be approved by Henry County
 Health Dept. on an individual lot basis.

CENTERLINE	CURVE DATA
Curve No. 1 Δ = 27°20'46" R. D = 26°22'03" T = 53.33' R = 219.21' L = 104.63'	Curve No. 2 Δ = 51°21'15" L. D = 47°18'26" T = 59.72' R = 124.623' L = 111.37'
Curve No. 3 Δ = 11°08'18" L. D = 11°34'05" T = 52.02' R = 498.13' L = 103.66'	Curve No. 4 Δ = 29°53'14" R. D = 19°54'35" T = 77.19' R = 289.232' L = 150.87'
Curve No. 5 Δ = 11°10'30" R. D = 10°47'17" T = 52.03' R = 531.883' L = 103.74'	Curve No. 6 Δ = 22°05'21" L. D = 11°12'05" T = 100.00' R = 512.327' L = 197.52'



Robert S. Mitchell
 Surveyor
 218 S. Hill Street
 Griffin, Ga. 30223
 (404) 229 2458

MANDERLEY

LOCATED IN LANDLOT 9 OF
 THE 12th DISTRICT OF
 HENRY COUNTY, GEORGIA

SCALE: 1" = 100'

DATE: JAN. 6, 1986

APPROVED FOR RECORDING
 COUNTY PLANNING COMMISSION
 Secretary

Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS.

THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/departments/m-r/planning-zoning) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY

AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY

MCDONOUGH, GEORGIA 30253



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) TONY KEITH WATSON
KATHLEEN WATSON
PHONE NUMBER 404-723-1087 EMAIL ADDRESS twatson@iqintelligence.com

DEANNEXATION FROM ☐ HAMPTON ☐ LOCUST GROVE ☐ MCDONOUGH ☒ STOCKBRIDGE

LOCATION/ADDRESS 200 JASPER DRIVE, STOCKBRIDGE, GA 30281
LAND LOT/DISTRICT 8, 9/12 ACERAGE 1.2
PARCEL ID NUMBER 013A01051000 ZONING DISTRICT(S) SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S) Tony Keith Watson DATE 10/11/23
Kathleen Watson DATE 10/11/23

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

M D Navarro DATE 10/11/2023
NOTARY SIGNATURE AND SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/13/2025
HENRY COUNTY, GEORGIA

(Office use only)

Pre-application meeting: _____ Title: _____ Date: _____
Application checked by: _____ Title: _____ Date: _____
BOC Meeting Date: _____ BOC Decision: _____ Date: _____
Planning Director's Signature: _____ Date: _____



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 200 JASPER DRIVE, STOCKBRIDGE, GA 30281
Parcel ID Number 013A01051000
Owner's name(s) TONY KEITH WATSON Percentage of interest: 50%
KATHLEEN WATSON Percentage of interest: 50%

We certify that the foregoing information is true and correct, this _____ day of _____,

TONY KEITH WATSON
Property Owner- Printed

Tony Keith Watson
Signature of Property Owner

KATHLEEN WATSON
Property Owner- Printed

Kathleen Watson
Signature of Property Owner

Sworn to and subscribed before me, this 11th day of October, 2023

M D Navarro
Notary Public (Seal)
M D NAVARRO
NOTARY PUBLIC
MY
COMMISSION
EXPIRES
5/13/2025
HENRY COUNTY, GEORGIA



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 200 JASPER DRIVE, STOCKBRIDGE, GA 30281

Parcel ID Number 013A0105/000

1. Total number of existing residential structures located on the subject parcel: 1

2. Description of the residential structures located on the subject property as listed above:
PRIVATE HOME

3. Total number of person(s) residing within each structure: 2

4. Age, Sex, and Race of each of those individuals: USE ADDITIONAL FORMS IF NEEDED	Age	Sex	Race
	<u>65</u>	<u>M</u>	<u>WHITE</u>
	<u>73</u>	<u>F</u>	<u>WHITE</u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature Joy Kait Water Date 10/11/23
Z:\Planning_Zoning\Office Procedures\Office Forms\Zoning Application\APPLICATIONS - W/without Yr\2023 Revisions\Deannexation\Deannexation Application, revised 9-28-2023.docx



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

Yes ☐ No ☒

If Yes, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

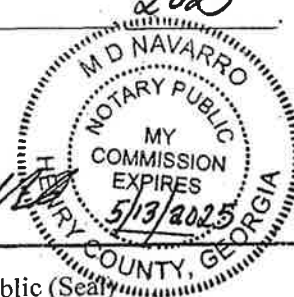
We certify that the foregoing information is true and correct, this 11th day of October, 2023

TOMY KEITH WATSON
Applicant/Property Owner/Agent/Other Name - Printed

[Signature]
Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 11th day of October, 2023

[Signature]
Notary Public (Seal)





HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

Yes ☐ No ☒

If Yes, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 11 day of OCTOBER, 2023

KATHLEEN WATSON

Applicant/Property Owner/Agent/Other Name - Printed

Kathleen Watson

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 11th day of October, 2023

M D Navarro
Notary Public (Seal)
M D NAVARRO
NOTARY PUBLIC
MY COMMISSION EXPIRES
5/13/2025
HENRY COUNTY, GEORGIA

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

De-annexation reason # 1: **Trust**

On 5-24-2018, the Stockbridge Director of Community Development Services met with Manderley property owners and asked for our support to defeat the referendum for the creation of the City of Eagles Landing. She stated that Stockbridge believed Manderley would be better off to stay unincorporated because we weren't a good fit for the City of Eagles Landing, and added that we weren't a good fit for the City of Stockbridge either. She went on to reassure us that they would not attempt to annex us in the future. **Stockbridge broke their promise when they annexed Manderley.**

De-annexation reason # 2: **Services**

On 9-29-2022, Stockbridge Representatives held another meeting with homeowners in our area, and the Director of Public Works was asked if he could guarantee that Stockbridge would provide the same DOT services that Henry County was providing us. His answer was "no". When we inquired if Stockbridge even owns the equipment needed for these projects, the answer was again, "no". **Stockbridge has been unable to commit to the same level of service that Henry County provides.**

De-annexation reason #3: **Taxation without representation**

On 11-8-2022, Manderley's voting district voted against annexation. The financial instability of Stockbridge is a major problem, and they are in desperate need of a cash infusion to offset budget shortfalls created before we were annexed. **It is wrongheaded for a city that we did not vote to be in, to annex us anyway and then tax us for millions of dollars of mistakes made by city officials that we did not elect.**

Signature

TONY KEITH WATSON

Printed Name

Date

10/6/23

03429
0236

BOOK 3429 PAGE 236

REC'D IN BK. 3429
PAGE
DATE REC'D 9-1-99
CLERK: *Carol E. Taylor*
SEP 1 8 47 AM '99

FILED IN OFFICE
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA

WINDHAM, HUGHES AND SAULS, P.C.
P. O. BOX 870008
MORROW, GA 30287
770-961-0988
770-968-0251 (Fax)
99-00917

HENRY COUNTY GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 54.90
DATE 9.1.99

Carol E. Taylor
Clerk of Superior Court

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HENRY

This Indenture made this 14th day of July, in the year One Thousand Nine Hundred Ninety-Nine, between Curisia Caribbean, NV, of the County of Henry, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and TONY KEITH WATSON and KATHLEEN WATSON 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 00/100 (\$10.00)** Dollars and other good and valuable considerations 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, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 8 and 9 of the 12th District of Henry County, Georgia and being Lot 23, Block C, MANDERLEY, UNIT II, as per plat filed for record at Plat Book 12, page 251, Henry County, Georgia records. Said plat is specifically incorporated herein by reference thereto.

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 whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public

Curisia Caribbean, NV
[Signature] (Seal)
Name and Title:

[Signature] (Seal)
CATHERINE A. TOOMEY
MY COMMISSION # CC 48324
EXPIRES January 24, 2002
NOTARY Public for Henry County, Georgia
(Seal)

031962

Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS.

THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/departments/m-r/planning-zoning) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY

AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY
McDONOUGH, GEORGIA 30253



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) DENNIS G. BRITAIN
STAR S. BRITAIN

* PHONE NUMBER 678 978 1162 EMAIL ADDRESS DENNIS.BRITAIN08@GMAIL.COM

DEANNEXATION FROM ☐ HAMPTON ☐ LOCUST GROVE ☐ MCDONOUGH ☒ STOCKBRIDGE

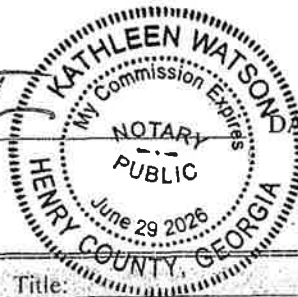
LOCATION/ADDRESS 205 JASPER DR. STOCKBRIDGE, GA 30281
LAND LOT/DISTRICT 9/12 ACERAGE 2.22
PARCEL ID NUMBER 013A01061000 ZONING DISTRICT(S) SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S) Dennis G. Britain DATE 10/11/23
Star S. Britain DATE 10/11/23

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

Kathleen Watson
NOTARY SIGNATURE AND SEAL



DATE 10-11-23

(Office use only)

Pre-application meeting: _____ Title: _____ Date: _____
Application checked by: _____ Title: _____ Date: _____
BOC Meeting Date: _____ BOC Decision: _____ Date: _____
Planning Director's Signature: _____ Date: _____



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 205 JASPER DR. STOCKBRIDGE, GA 30281

Parcel ID Number 013A01061000

* Owner's name(s) DENNIS G. BRITAIN Percentage of interest: 50%
STAR S. BRITAIN Percentage of interest: 50%

We certify that the foregoing information is true and correct, this 11 day of OCTOBER, 2023

DENNIS G. BRITAIN

Property Owner- Printed

Dennis G. Britain

Signature of Property Owner

STAR S. BRITAIN

Property Owner- Printed

Star S. Britain

Signature of Property Owner

Sworn to and subscribed before me, this 11 day of OCTOBER, 2023



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

* Yes ☐ No ☒

If Yes, the applicant/property owner/agent and/or 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:

*

Commissioner/Zoning Advisory Board 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 11 day of OCTOBER, 2023

DENNIS G. BRITAIN

Applicant/Property Owner/Agent/Other Name - Printed

Dennis G. Britain

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 11 day of October, 2023



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

Yes ☐ No ☒

If Yes, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 11 day of OCTOBER, 2023

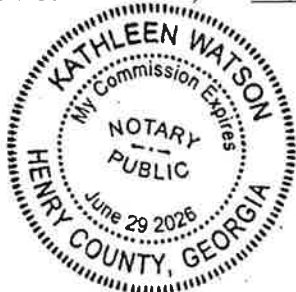
STAR S. BRITAIN

Applicant/Property Owner/Agent/Other Name - Printed

Star S. Britain

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 11 day of October, 2023



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 205 JASPER DR. STOCKBRIDGE, GA 30281

Parcel ID Number 013A01061000

* 1. Total number of existing residential structures located on the subject parcel: 1

* 2. Description of the residential structures located on the subject property as listed above:

PRIVATE HOME

* 3. Total number of person(s) residing within each structure: 2

* 4. Age, Sex, and Race of each of those individuals: USE ADDITIONAL FORMS IF NEEDED

Age	Sex	Race
<u>56</u>	<u>MALE</u>	<u>WHITE</u>
<u>61</u>	<u>FEMALE</u>	<u>WHITE</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature Dennis S. Britan Date 10/11/23

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

De-annexation reason # 1: **Trust**

On 5-24-2018, the Stockbridge Director of Community Development Services met with Manderley property owners and asked for our support to defeat the referendum for the creation of the City of Eagles Landing. She stated that Stockbridge believed Manderley would be better off to stay unincorporated because we weren't a good fit for the City of Eagles Landing, and added that we weren't a good fit for the City of Stockbridge either. She went on to reassure us that they would not attempt to annex us in the future. **Stockbridge broke their promise when they annexed Manderley.**

De-annexation reason # 2: **Services**

On 9-29-2022, Stockbridge Representatives held another meeting with homeowners in our area, and the Director of Public Works was asked if he could guarantee that Stockbridge would provide the same DOT services that Henry County was providing us. His answer was "no". When we inquired if Stockbridge even owns the equipment needed for these projects, the answer was again, "no". **Stockbridge has been unable to commit to the same level of service that Henry County provides.**

De-annexation reason #3: **Taxation without representation**

On 11-8-2022, Manderley's voting district voted against annexation. The financial instability of Stockbridge is a major problem, and they are in desperate need of a cash infusion to offset budget shortfalls created before we were annexed. **It is wrongheaded for a city that we did not vote to be in, to annex us anyway and then tax us for millions of dollars of mistakes made by city officials that we did not elect.**



Signature

DENNIS G. BRITAIN

Printed Name

10/11/23

Date

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2015 APR -7 PM 12: 07

BK: 13990 PG: 48-50

Filed and Recorded Apr-07-2015 01:54:14PM
DDC#: 02015-007439
Real Estate Transfer Tax \$0.00
0752015002154
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

AFTER RECORDING, RETURN TO: **Return to:**
DENNIS G. BRITAIN **Equity National Title**
STAR S. BRITAIN 50 Jordan Street, Suite 100
205 JASPER DRIVE East Providence, RI 02914-1214
STOCKBRIDGE, GA 30281

STATE OF GEORGIA
COUNTY OF HENRY

Deed of Gift

THIS DEED OF GIFT is made on 3/11/15, by DENNIS G. BRITAIN, a married man (herein, "Grantor"), whose address is 205 Jasper Drive, Stockbridge, GA 30281 to DENNIS G. BRITAIN and STAR S. BRITAIN, husband and wife, as joint tenants with right of survivorship (herein, "Grantee"), whose address is 205 Jasper Drive, Stockbridge, GA 30281 ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H

GRANTOR, for no consideration and as a gift only, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all of Grantor's interest in and to the following described property located in the County of Henry, State of Georgia:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Property street address: 205 Jasper Drive, Stockbridge, GA 30281

SUBJECT to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD such property, 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 Grantee forever in FEE SIMPLE; subject only to all matters appearing of record, if any.

AND GRANTOR WILL WARRANT and forever defend the right and title to the property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of matters appearing of record, if any.

EXECUTED under seal as of the date above.

Signed, sealed and delivered in the presence of:

GRANTOR:

Renea L. Belga
(Signature of unofficial witness)
Renea L. Belga
(Printed name of unofficial witness)

Dennis G. Britain (SEAL)
Dennis G. Britain

Joy Nesmith
(Signature of unofficial witness)
Joy Nesmith
(Printed name of unofficial witness)

Joy Nesmith
(Signature of Notary Public)
Joy Nesmith
(Printed name of Notary Public)

Commission Expiration Date: May 9, 2018

(NOTARIAL SEAL)



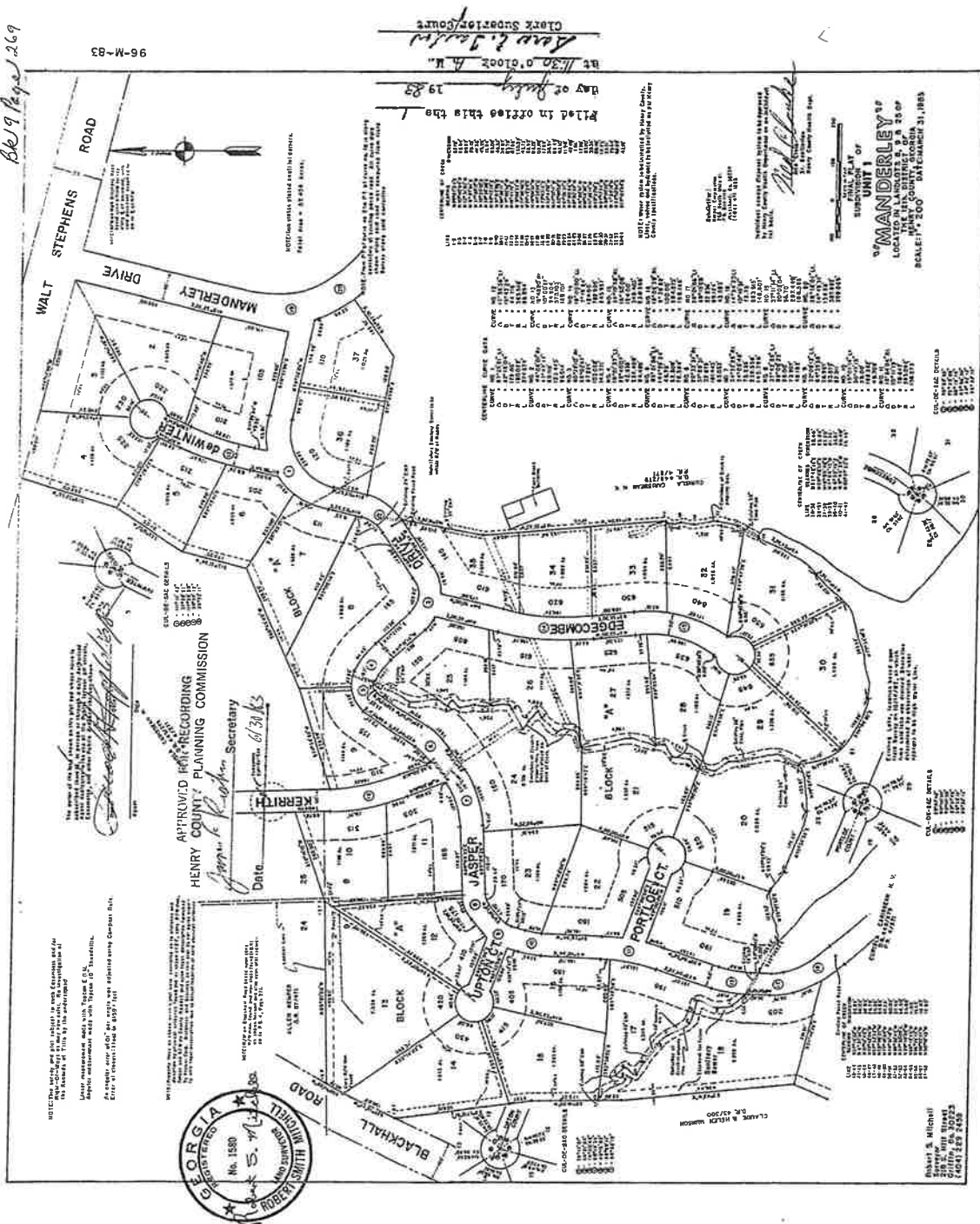
214157050
205 Jasper Drive
Stockbridge, GA 30281
Dennis G. Britain and Star S. Britain

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 18, BLOCK A, MANDERLEY SUBDIVISION, UNIT I, AS PER PLAT RECORDED IN PLAT BOOK 9, PAGE 269, HENRY COUNTY RECORDS, WHICH PLAT IS HEREBY INCORPORATED INTO THIS LEGAL DESCRIPTION BY REFERENCE THERETO.

Title to the above described property conveyed to Dennis G. Britain from U.S. Bank, N.A., as Trustee, Successor by Merger to Firststar Bank, N.A. Successor in Interest to Firststar Bank Milwaukee, N.A., as Trustee for Salomon Brothers Mortgage Securities VII, Inc. Mortgage Pass-Through Certificates Series 1998-NC7 by Ocwen Federal Bank, F.S.B. as Attorney in Fact by Warranty Deed dated and recorded November 2, 2004 in Book 7554 Page 199 or Instrument No. 052939.



Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS.

THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/departments/m-r/planning-zoning) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY

AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY

MCDONOUGH, GEORGIA 30253



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) JOSEPH RICHARDSON
KHOUANCHAY RICHARDSON
 * PHONE NUMBER (843) 437-7002 EMAIL ADDRESS jkylerich@aol.com

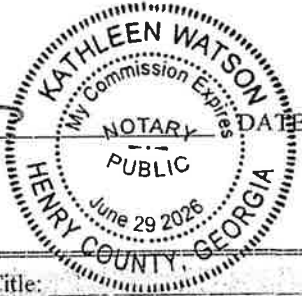
DEANNEXATION FROM ☐ HAMPTON ☐ LOCUST GROVE ☐ MCDONOUGH ☒ STOCKBRIDGE

LOCATION/ADDRESS 215 JASPER DRIVE, STOCKBRIDGE, GA 30281
 LAND LOT/DISTRICT 9/12 ACERAGE 1.228
 PARCEL ID NUMBER 013AD1060000 ZONING DISTRICT(S) SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S) [Signature] DATE 10/8/2023
Khouanchay Richardson DATE 10/08/23

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

[Signature]
 NOTARY SIGNATURE AND SEAL  DATE 10-8-2023

(Office use only)

Pre-application meeting: _____ Title: _____ Date: _____
 Application checked by: _____ Title: _____ Date: _____
 BOC Meeting Date: _____ BOC Decision: _____ Date: _____
 Planning Director's Signature: _____ Date: _____



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 215 Jasper Dr., Stockbridge, GA 30281
Parcel ID Number 013A01060000
Owner's name(s) Joseph Richardson Percentage of interest: 50%
Khouanchay Richardson Percentage of interest: 50%

We certify that the foregoing information is true and correct, this 8th day of October, 2023

Joseph Richardson
Property Owner- Printed

[Signature]
Signature of Property Owner

Khouanchay Richardson
Property Owner- Printed

[Signature]
Signature of Property Owner

Sworn to and subscribed before me, this 8 day of October, 2023.



[Signature]
Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 215 JASPER DR. STOCKBRIDGE, GA 30281

Parcel ID Number 013A01060000

* 1. Total number of existing residential structures located on the subject parcel: 1

* 2. Description of the residential structures located on the subject property as listed above:
Private Home

* 3. Total number of person(s) residing within each structure: 4

* 4. Age, Sex, and Race of each of those individuals: USE ADDITIONAL FORMS IF NEEDED

Age	Sex	Race
<u>47</u>	<u>M</u>	<u>White</u>
<u>40</u>	<u>F</u>	<u>Asian</u>
<u>20</u>	<u>M</u>	<u>Asian/Hispanic</u>
<u>10</u>	<u>M</u>	<u>Asian/White</u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature

Date

10/8/2023



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

Yes ☐ No ☒

If **Yes**, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 8th day of October, 2023

Khonachay Richardson

Applicant/Property Owner/Agent/Other Name - Printed

[Signature]

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023.



[Signature]

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

☒ Yes ☐ No ☒

If **Yes**, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 8th day of October, 2023

Joseph Richardson

Applicant/Property Owner/Agent/Other Name - Printed

[Signature]

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023.



[Signature]

Notary Public (Seal)

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

I understand that I have been given the opportunity to state reasons for requesting de-annexation and have decided not to make any statements.


Signature

Joseph Richardson
Printed Name

10/8/2023
Date

BOOK PAGE
011487 0310

DOC# 023917
FILED IN OFFICE
09/17/2009 03:11 PM
BK:11487 PG:310-311
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT
HENRY COUNTY
Barbara A. Harrison
REAL ESTATE TRANSFER TAX
PAID: \$0.00

PT-61 075-20 09-007884

STATE OF TX.
COUNTY OF DALLAS

RETURN TO:
MCCURDY AND CANDLER, L.L.C.
P.O. BOX 57
DECATUR, GA 30031
File # 08-29484

SPECIAL WARRANTY DEED

THIS INDENTURE is made this September 11, 2009, by and between **Fannie Mae aka Federal National Mortgage Association, Organized and existing under the laws of the United States of America** (hereinafter referred to as "Grantor"), and **Joseph Richardson and Khouanchay Richardson as Joint Tenants with Rights of Survivorship** (hereinafter referred to as "Grantee") the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

WITNESSETH, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged by Grantor, Grantor has granted, bargained, sold, aliened, conveyed and confirmed unto the Grantee, all of Grantor's right, title and interest in and to the following described property, to wit:

All that certain property situated in the County of Henry, and State of Georgia, being described as follows: All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia and being Lot 1, Block C, Unit Two Manderley Subdivision, as per plat recorded in Plat Book 12 Page 250, Henry County records to which reference is hereby made for a more particular description of said property. For informational purposes only: The APN is shown by the County Assessor as 013A01060000; source of title is Book 995, Page 207 (recorded 09/22/88)

TO HAVE AND TO HOLD, said tract or parcel of land, together 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 said Grantee forever in FEE SIMPLE, subject only to the matters set forth herein.

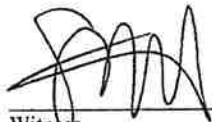
+1

⑦

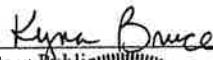
AND the Grantor promises or covenants to defend title to the property from and against all lawful claims and demands of all persons claiming by, through or under Grantor and none other.

IN WITNESS WHEREOF, the Grantor has executed these presents and affixed its seal the day and year first above written.

Signed, sealed and delivered
in the presence of:



Witness



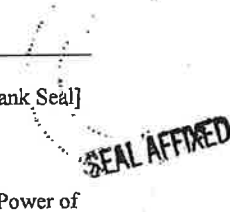
Notary Public


"GRANTOR"

**Fannie Mae aka Federal National
Mortgage Association, Organized
and existing under the laws of the
United States of America**

By:  Signed by Tennielle Bailey
for McCurdy and Candler, LLC
as Attorney-in-Fact

By: _____
[Corporate/Bank Seal]



Pursuant to Limited Power of
Attorney recorded at
Deed Book 11156, Page 176
Henry County, Georgia records.

BOOK PAGE
011487 0312

DOC# 023918
FILED IN OFFICE
09/17/2009 03:11 PM
BK:11487 PG:312-321
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT
HENRY COUNTY

After Recording Return To:
McCurdy & Candler, LLC - REO
P.O. Box 57
Decatur, Georgia 30031
File # 08-20489

After Recording Return To:
REAL ESTATE MORTGAGE NETWORK, INC.
ATTN: CLOSING DEPARTMENT
70 GRAND AVENUE
RIVER EDGE, NJ 07661

GEORGIA INTANGIBLE
TAX PAID
\$427.50
DATE 9/17/2009

Barbara A. Harrison

CLERK OF SUPERIOR COURT
HENRY COUNTY

LOAN #: 090040771

[Space Above This Line For Recording Data]

State of Georgia

SECURITY DEED

FHA Case No.
105-5153118-703-203B

MIN: 1002882-0000040239-3

THIS SECURITY DEED ("Security Instrument") is given on **SEPTEMBER 11, 2009.**
JOSEPH RICHARDSON AND KHOUANCHAY RICHARDSON

The Grantor is

and whose address is

142 Beaty St. (Family member)
Flovilla, GA 30216

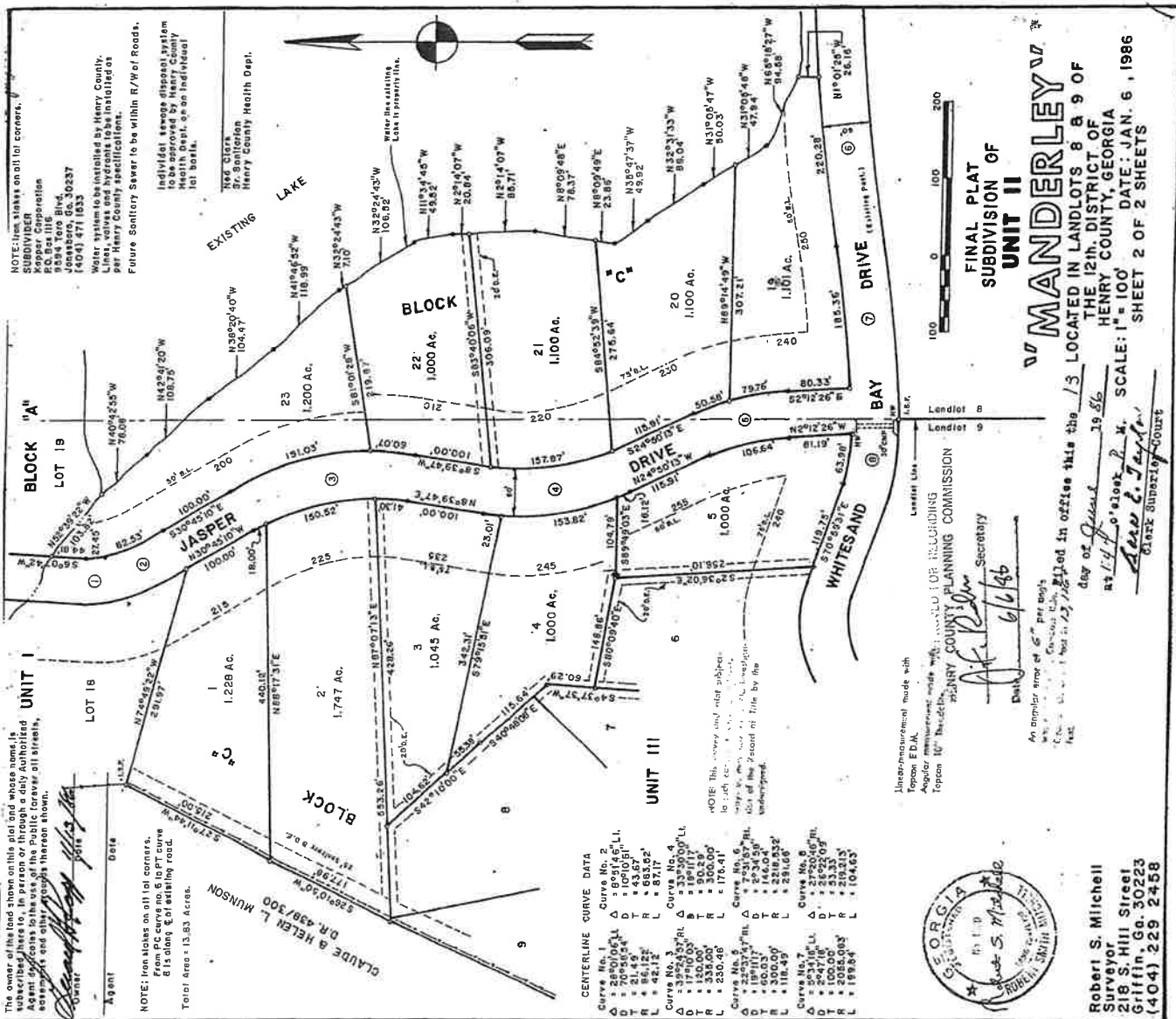
("Borrower").

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
REAL ESTATE MORTGAGE NETWORK, INC., A CORPORATION

("Lender") is organized and

existing under the laws of **NEW JERSEY,**
and has an address of **70 GRAND AVENUE, SUITE 109, RIVER EDGE, NJ 07661.**

Borrower owes Lender the principal sum of *****ONE HUNDRED FORTY TWO THOUSAND TWO HUNDRED SEVENTY FOUR AND NO/100******* Dollars (U.S. **\$142,274.00**).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **OCTOBER 1, 2039.**
The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under



Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS.

THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/departments/m-r/planning-zoning) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN
8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY
AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY
MCDONOUGH, GEORGIA 30253



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) DIANNA G. DENAULT

PHONE NUMBER 404-713-7015 EMAIL ADDRESS didenault@yahoo.com

DEANNEXATION FROM ☐ HAMPTON ☐ LOCUST GROVE ☐ MCDONOUGH ☒ STOCKBRIDGE

LOCATION/ADDRESS 225 JASPER DRIVE STOCKBRIDGE, GA 30281

LAND LOT/DISTRICT 9/12 ACERAGE 1.747

PARCEL ID NUMBER 013A01059000 ZONING DISTRICT(S) SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S) Dianna G. Denault DATE 10/8/23
DATE _____

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

Kathleen Watson
NOTARY SIGNATURE AND SEAL



10-8-2023

(Office use only)

Pre-application meeting: _____ Title: _____ Date: _____

Application checked by: _____ Title: _____ Date: _____

BOC Meeting Date: _____ BOC Decision: _____ Date: _____

Planning Director's Signature: _____ Date: _____



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 225 JASPER DRIVE, STOCKBRIDGE, GA 30281
Parcel ID Number 013A01059000
X Owner's name(s) DIANNA G. DENAULT Percentage of interest: 100
Percentage of interest: _____

We certify that the foregoing information is true and correct, this 8 day of October, 2023

DIANNA G. DENAULT

Property Owner- Printed

Dianna G. Denault

Signature of Property Owner

Property Owner- Printed

Signature of Property Owner

Sworn to and subscribed before me, this 8 day of October, 2023.



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 225 JASPER DR. STOCKBRIDGE GA 30281

Parcel ID Number 013A01059000

✖ 1. Total number of existing residential structures located on the subject parcel: 1

✖ 2. Description of the residential structures located on the subject property as listed above:

PRIVATE

✖ 3. Total number of person(s) residing within each structure: 2

✖ 4. Age, Sex, and Race of each of those individuals:	Age	Sex	Race
USE ADDITIONAL FORMS IF NEEDED	<u>75</u>	<u>F</u>	<u>W</u>
	<u>76</u>	<u>F</u>	<u>W</u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature Dianna G. Denault Date 10/8/23



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

☒ Yes ☐ No ☒

If Yes, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 8 day of October, 2023

DIANNA G. DENAUH

Applicant/Property Owner/Agent/Other Name - Printed

Dianna G. Denauet

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023.



Kathleen Watson

Notary Public (Seal)

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

*It cost too much money to be
annexed into the city of Stockbridge*

Dianna G. Dentult
Signature

DIANNA G. DENTULT
Printed Name

10/8/23
Date

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2015 JUN 15 PM 2:23

BK: 14098 PG: 75-77

Filed and Recorded Jun-16-2015 11:01:37AM
DOC#: D2015-013684
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return recorded document to:
Dianna G. Denault
225 Jasper Drive
Stockbridge, Georgia 30281

AFFIDAVIT OF SURVIVING JOINT TENANT

STATE OF GEORGIA COUNTY OF HENRY

Comes now on this 10 day of June, 2015, I, **DIANNA G. DENAULT** formerly known as **DIANNA G. FRAZIER**, residing at 225 Jasper Drive, Stockbridge, Henry County, Georgia being of lawful age, being duly sworn, state as follows:

On the 14th day of November, 1996 this interest was conveyed by Quit Claim Deed to **RUTH B. THOMPSON** and **DIANNA G. FRAZIER** as **Joints Tenants with Rights of Survivorship**, the following real property situated in Henry County, Georgia, to wit:

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia, and being Lot 2 Block C, Unit II, Manderley Subdivision, as per plat recorded in Plat Book 12, Page 251, Henry County Records to which reference is hereby made for a more particular description of said property. The street address is known as: 225 Jasper Drive, Stockbridge, Georgia, 30281. Which document was recorded in the records of the Superior Court Clerk of Henry County, State of Georgia, Book 2442, at Page 41. There is attached hereto a certified copy of the Death Certificate of Ruth B. Thompson deceased, issued by the Department of Vital Statistics for the State of Georgia showing that the deceased Joint Tenant died on the 15th day of March, 2015.

Affiant further states that she is the surviving joint tenant in the described property, and that the decedent named in the certificate of death is one and the same person as the joint tenant named in the deed recorded as above set forth.

Affiant further states that on the date of deceased joint tenant's death she is the person identified in said deed with Rights of Survivorship.

Affiant further saith not.

Signed: Dianna G. Denault
Affiant **DIANNA G. DENAULT f/n/a DIANNA G. FRAZIER**

Signed: Andrea S. Doss
Unofficial witness: (print name) Andrea S. Doss

Subscribed and sworn to before me this
10th day of June, 2015.

Rhonda McIntyre
Notary Public
Rhonda McIntyre



9-29-2015

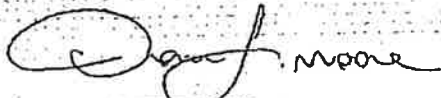
BK: 14098 PG: 76

GEORGIA DEATH CERTIFICATE

State File Number 2016GA000026135

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) RUTH THOMPSON		1a. IF FEMALE, ENTER LAST NAME AT BIRTH BURKS		2. SEX FEMALE	2a. DATE OF DEATH (Mo., Day, Year) ACTUAL DATE OF DEATH 03/15/2016
3. SOCIAL SECURITY NUMBER	4a. AGE (Years) 88	4b. UNDER 1 YEAR Mos. Days	4c. UNDER 1 DAY Hours Mins.	5. DATE OF BIRTH (Mo., Day, Year) 08/29/1926	
6. BIRTHPLACE TENNESSEE	7a. RESIDENCE - STATE GEORGIA	7b. COUNTY HENRY	7c. CITY, TOWN STOCKBRIDGE		
7d. STREET AND NUMBER 225 JASPER DRIVE		7e. ZIP CODE 30281	7f. INSIDE CITY LIMITS? YES	8. ARMED FORCES? NO	
8a. USUAL OCCUPATION REVENUE AGENT		8b. KIND OF INDUSTRY OR BUSINESS REVENUE DEPARTMENT			
9. MARITAL STATUS WIDOWED	10. SPOUSE NAME OLIVER B. THOMPSON		11. FATHER'S FULL NAME (First, Middle, Last) SAMUEL EMMETT BURKS		
12. MOTHER'S MAIDEN NAME (First, Middle, Last) VASSIE MARR	13a. INFORMANT'S NAME (First, Middle, Last) DIANNA DENAULT		13b. RELATIONSHIP TO DECEDENT DAUGHTER		
13c. MAILING ADDRESS 225 JASPER DRIVE STOCKBRIDGE GEORGIA 30281			14. DECEDENT'S EDUCATION HIGH SCHOOL GRADUATE OR GED COMPLETED		
15. ORIGIN OF DECEDENT (Italian, Mex., French, English, etc.) NO, NOT SPANISH/HISPANIC/LATINO		16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) WHITE			
17a. DEATH OCCURRED IN HOSPITAL INPATIENT		17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify)			
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.) PIEDMONT HENRY HOSPITAL		19. CITY, TOWN OR LOCATION OF DEATH STOCKBRIDGE		20. COUNTY OF DEATH HENRY	
21. METHOD OF DISPOSITION (Specify) BURIAL		22. PLACE OF DISPOSITION CAMP MEMORIAL PARK 1098 HIGHWAY 54 E FAYETTEVILLE GEORGIA 30215		23. DISPOSITION DATE (Mo., Day, Year) 03/20/2016	
24a. EMBALMER'S NAME STEVEN H. TOLBERT		24b. EMBALMER LICENSE NO. 4716		25. FUNERAL HOME NAME FORD STEWART FUNERAL HOME	
25a. FUNERAL HOME ADDRESS 2047 HIGHWAY 138 S E P O BOX 1320 JONESBORO GEORGIA 30237		26a. SIGNATURE OF FUNERAL DIRECTOR DARREN W FORD		26b. FUN. DIR. LICENSE NO 4610	
27. DATE PRONOUNCED DEAD (Mo., Day, Year) 03/15/2016		28. HOUR PRONOUNCED DEAD 08:36 AM		29. DATE SIGNED 04/29/2016	
29a. PRONOUNCER'S NAME MAXCENE OREUS		29b. LICENSE NUMBER 65486		29c. DATE SIGNED 04/29/2016	
30. TIME OF DEATH 08:36 AM		31. WAS CASE REFERRED TO MEDICAL EXAMINER NO			
32. Part I. Enter the chain of events - disease, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.					Approximate interval between onset and death
IMMEDIATE CAUSE (Final disease or condition resulting in death)					HOURS
A. PULSELESS ELECTRICAL ACTIVITY - ASYSTOLE					
B. ACUTE OR CHRONIC CONGESTIVE HEART FAILURE					1-2 DAYS
C. BACTERIAL PNEUMONIA					1-2 DAYS
D. ACUTE RENAL FAILURE					1-2 DAYS
Part II. Enter significant conditions contributing to death but not related to cause given in Part I. If female, indicate if pregnant or birth occurred within 90 days of death.				33. WAS AUTOPSY PERFORMED? NO	
34. TOBACCO USE CONTRIBUTED TO DEATH UNKNOWN				35. IF FEMALE (range 10-54) PREGNANT NOT APPLICABLE	
36. DATE OF INJURY (Mo., Day, Year)				37. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) NATURAL	
38. TIME OF INJURY				40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)	
42. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)				41. INJURY AT WORK? (Yes or No)	
43. DESCRIBE HOW INJURY OCCURRED				44. IF TRANSPORTATION INJURY	
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.) MAXCENE OREUS, MD; 66486				46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)	
45a. DATE SIGNED (Mo., Day, Year) 04/29/2016		45b. HOUR OF DEATH 08:36 AM		46a. DATE SIGNED (Mo., Day, Year)	
47. NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH MAXCENE OREUS 1200 MEMORIAL DRIVE DALTON GEORGIA 30720		48. REGISTRAR (Signature) /s/ DONNA L. MOORE		49. DATE FILED - REGISTRAR (Mo., Day, Year) 05/07/2016	

THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE
OFFICE OF VITAL RECORDS, GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER
THE AUTHORITY OF CHAPTER 31-10, CODE OF GEORGIA, AND 290-1-3 DPH RULES AND REGULATIONS.

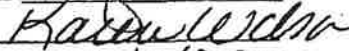


STATE REGISTRAR AND CUSTODIAN
GEORGIA STATE OFFICE OF VITAL RECORDS

County Custodian:



Issued by:



Date Issued:

5/7/2015

Any reproduction of this document is prohibited by statute. Do not accept unless embossed with a raised seal.

VOID IF ALTERED OR COPIED

STATE OF GEORGIA

COUNTY OF HENRY

RECORDED IN BOOK 2442
PAGE 41
DATE RECORDED 11-18-96
CLERK *Ann S. Taylor*
NOV 15 8 46 AM '96

CLERK OF SUPERIOR COURT
HENRY COUNTY, GA.

QUIT-CLAIM DEED

HENRY COUNTY GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ -0-
DATE 11-15-96
Ann S. Taylor
Clerk of Superior Court

BOOK 2442 PAGE 41

THIS INDENTURE, made the 14 day of November, in the year One Thousand Nine Hundred Ninety Six, between **RUTH B. THOMPSON** and **DIANNA G. FRAZIER** as parties of the first part, hereinafter called Grantor, to **RUTH B. THOMPSON** and **DIANNA G. FRAZIER** as Joint Tenants with Rights of Survivorship, hereinafter called Grantees.

WITNESSETH that: Grantors, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Joint Tenant Grantees:

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia, and being Lot 2 Block C, Unit II, Manderley Subdivision, as per plat recorded in Plat Book 12, Page 251, Henry County Records to which reference is hereby made for a more particular description of said property. The street address is known as: 225 Jasper Drive, Stockbridge, Georgia, 30281.

FURTHER, Grantors affirm that they have not incurred any additional loans, liens, or other financial obligations against the above-described premises except as stated in the various documents which conveyed the aforementioned property to both parties on October 20, 1995.

NOTE: Neither of the parties having requested a title search, scrivener does not warrant title. Scrivener drafted deed only.

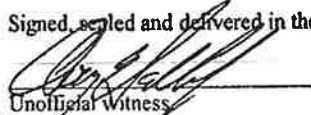
028639

BOOK 2442 PAGE 42

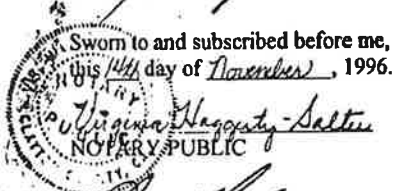
TO HAVE AND TO HOLD the said described premises to the Joint Tenant Grantees, so that neither Grantors nor any person or persons claiming under Grantors shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantors have signed and sealed this Deed, the day and year above written.

Signed, sealed and delivered in the presence of:


Unofficial witness

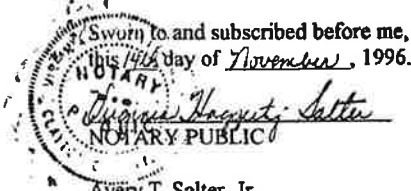

RUTH B. THOMPSON, Grantor




Unofficial witness

Notary Public, Clayton County, Georgia
My Commission Expires March, 27, 1998


DIANNA G. FRAZIER, Grantor



Avery T. Salter, Jr.
Attorney at Law
2908 Players Drive
Jonesboro, Georgia 30236
Tel: 478-0801

Notary Public, Clayton County, Georgia
My Commission Expires March, 27, 1998

Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS.

THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/DEPARTMENTS/M-R/PLANNING-ZONING) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY

AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY

MCDONOUGH, GEORGIA 30253



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) TERRY A. KINGSTON

* PHONE NUMBER 4-969-2644 EMAIL ADDRESS mdrejvntkma193@gmail

DEANNEXATION FROM ☐ HAMPTON ☐ LOCUST GROVE ☐ MCDONOUGH ☒ STOCKBRIDGE

LOCATION/ADDRESS 235 JASPER DR. STOCKBRIDGE, GA 30281

LAND LOT/DISTRICT 9/12 ACERAGE 1.045

PARCEL ID NUMBER 013A01058000 ZONING DISTRICT(S) SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S) [Signature] DATE 10/8/2023
DATE _____

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

[Signature]
NOTARY SIGNATURE AND SEAL



10-8-2023

(Office use only)

Pre-application meeting: _____ Title: _____ Date: _____

Application checked by: _____ Title: _____ Date: _____

BOC Meeting Date: _____ BOC Decision: _____ Date: _____

Planning Director's Signature: _____ Date: _____



**HENRY COUNTY
DEPARTMENT OF PLANNING & ZONING**

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 235 JASPER Dr. STOCKBRIDGE GA 30281

Parcel ID Number 013A0105B000

Owner's name(s) TERRY A. KINGSTON Percentage of interest: _____

Percentage of interest: 100 %

We certify that the foregoing information is true and correct, this 8th day of October 2023

Terry A Kingston
Property Owner- Printed

AKing
Signature of Property Owner

Property Owner- Printed

Signature of Property Owner

Sworn to and subscribed before me, this 8 day of October, 2023.



Kathleen Watson
Notary Public (Seal)



**HENRY COUNTY
DEPARTMENT OF PLANNING & ZONING**

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 238 JASPER DR. STOCKBRIDGE, GA 30281

Parcel ID Number 013A01058000

* 1. Total number of existing residential structures located on the subject parcel: 1

* 2. Description of the residential structures located on the subject property as listed above:
Private Residence

* 3. Total number of person(s) residing within each structure: 2

* 4. Age, Sex, and Race of each of those individuals: USE ADDITIONAL FORMS IF NEEDED

Age	Sex	Race
<u>51</u>	<u>Female</u>	<u>Black</u>
<u>82</u>	<u>Female</u>	<u>Black</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature

A. King

Date

October 8, 2023



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

☒ Yes ☒ No

If **Yes**, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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

8th day of October 2023

Terry A Kingston

Applicant/Property Owner/Agent/Other Name - Printed

AKing

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this

8

day of

October, 2023



Kathleen Watson

Notary Public (Seal)

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

De-annexation reason # 1: **Trust**

On 5-24-2018, the Stockbridge Director of Community Development Services met with Manderley property owners and asked for our support to defeat the referendum for the creation of the City of Eagles Landing. She stated that Stockbridge believed Manderley would be better off to stay unincorporated because we weren't a good fit for the City of Eagles Landing, and added that we weren't a good fit for the City of Stockbridge either. She went on to reassure us that they would not attempt to annex us in the future. **Stockbridge broke their promise when they annexed Manderley.**

De-annexation reason # 2: **Services**

On 9-29-2022, Stockbridge Representatives held another meeting with homeowners in our area, and the Director of Public Works was asked if he could guarantee that Stockbridge would provide the same DOT services that Henry County was providing us. His answer was "no". When we inquired if Stockbridge even owns the equipment needed for these projects, the answer was again, "no". **Stockbridge has been unable to commit to the same level of service that Henry County provides.**

De-annexation reason #3: **Taxation without representation**

On 11-8-2022, Manderley's voting district voted against annexation. The financial instability of Stockbridge is a major problem, and they are in desperate need of a cash infusion to offset budget shortfalls created before we were annexed. **It is wrongheaded for a city that we did not vote to be in, to annex us anyway and then tax us for millions of dollars of mistakes made by city officials that we did not elect.**

Signature

Printed Name

Date

I moved to this community because it was unincorporated. I have never wanted to be a part of the city then nor now. *AKing*

Doc ID: 014858740003 Type: WD
Recorded: 01/06/2011 at 03:19:57 PM
Fee Amt: \$14.00 Page 1 of 3
Transfer Tax: \$0.00
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 11980 PG 67-69

RETURN TO: Morns | Hardwick | Schneider
4500 Hugh Howell Road, Suite 350
Tucker, Georgia 30084
NLK.1011006565

STATE OF Georgia

COUNTY OF Fulton PT-61 075-20 11-28 File # 10-04822

SPECIAL WARRANTY DEED

THIS INDENTURE is made this December 3, 2010, by and between **Federal National Mortgage Association**, (hereinafter referred to as "Grantor"), and **Terry A. Kingston** (hereinafter referred to as "Grantee") the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

WITNESSETH, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged by Grantor, Grantor has granted, bargained, sold, aliened, conveyed and confirmed unto the Grantee, all of Grantor's right, title and interest in and to the following described property, to wit:

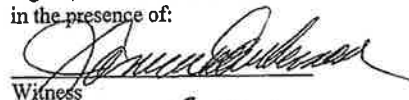
All that tract or parcel of land lying and being in Land Lot 9 of the 12th District, Henry County, Georgia being Lot 3, Block C, of Manderley Subdivision, Unit ~~III~~, as per plat recorded in Plat Book 12, Pages 250-251, records, of Henry County, Georgia, which plat is by reference incorporated herein and made a part hereof, being improved known as 235 Jasper Drive according to the present system of numbering in Henry County, Georgia. * Unit II *Pa*

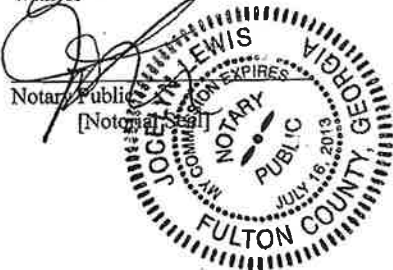
TO HAVE AND TO HOLD, said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of said Grantee forever in FEE SIMPLE, subject only to the matters set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

AND the Grantor promises or covenants to defend title to the property from and against all lawful claims and demands of all persons claiming by, through or under Grantor and none other.

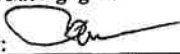
IN WITNESS WHEREOF, the Grantor has executed these presents and affixed its seal the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness



"GRANTOR"
Federal National Mortgage Association

By: 
McCurdy & Candler, LLC, as attorney in fact

Signed by Patricia A. Leal
for McCurdy and Candler, LLC
By: as Attorney-in-Fact

[Corporate/Bank Seal]

Pursuant to Limited Power of
Attorney recorded at
Deed Book 11156, Page 176
Henry County, Georgia records.

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District, Henry County, Georgia, being Lot 3, Block C of Manderley Subdivision, Unit II, as per plat thereof recorded in Plat Book 12, Pages 250 - 251, Henry County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description.

235 Jasper Drive, Stockbridge, GA, 30281

Legal Description

Exhibit A (Legal Description-Lettot).rdw
LJ SR 09/28/06

NLK-101100656S
12/06/10 @ 05:52 PM

Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS.

THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/DEPARTMENTS/M-R/PLANNING-ZONING) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN
8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY
AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY
McDONOUGH, GEORGIA 30253



**HENRY COUNTY
DEPARTMENT OF PLANNING & ZONING**

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 245 JASPER DR. STOCKBRIDGE, GA 30281

Parcel ID Number 013A01057000

* Owner's name(s) EUGENE A. MEADOWS II Percentage of interest: 100
Percentage of interest: _____

We certify that the foregoing information is true and correct, this 8 day of October, 2023

Eugene A. Meadows II

Property Owner- Printed

Eugene A. Meadows II

Signature of Property Owner

Property Owner- Printed

Signature of Property Owner

Sworn to and subscribed before me, this 8 day of October, 2023.



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) EUGENE A. MEADOWS, II

* PHONE NUMBER 404-977-7041 EMAIL ADDRESS eugenemeadows3@gmail.com

DEANNEXATION FROM ☐ HAMPTON ☐ LOCUST GROVE ☐ MCDONOUGH ☒ STOCKBRIDGE

LOCATION/ADDRESS 245 CASPER DR. STOCKBRIDGE, GA 30281

LAND LOT/DISTRICT 9/12 ACERAGE 1

PARCEL ID NUMBER 013A01057000 ZONING DISTRICT(S) SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S) Eugene A. Meadows II DATE 9-October-2023
DATE _____

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

Kathleen Watson DATE 10-8-2023
NOTARY SIGNATURE AND SEAL

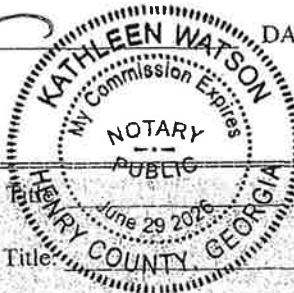
(Office use only)

Pre-application meeting: _____ Date: _____

Application checked by: _____ Title: _____ Date: _____

BOC Meeting Date: _____ BOC Decision: _____ Date: _____

Planning Director's Signature: _____ Date: _____





HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 245 JASPER DRIVE SPOCKBRIDGE, GA 30281

Parcel ID Number 013A01057000

✓ 1. Total number of existing residential structures located on the subject parcel: 1

✓ 2. Description of the residential structures located on the subject property as listed above:

Private Home

✓ 3. Total number of person(s) residing within each structure: 2

✓ 4. Age, Sex, and Race of each of those individuals: USE ADDITIONAL FORMS IF NEEDED

Age	Sex	Race
<u>63</u>	<u>F</u>	<u>White</u>
<u>65</u>	<u>M</u>	<u>White</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature Eugene A. McArthur II Date 8-October-2023



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

X Yes ☐ No ☒

If **Yes**, the applicant/property owner/agent and/or 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:

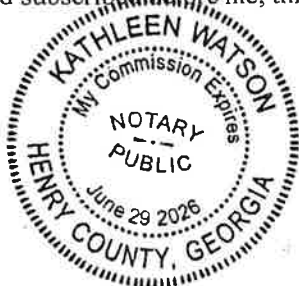
Commissioner/Zoning Advisory Board Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 8 day of October, 2023

Eugene A. McLaughlin II
Applicant/Property Owner/Agent/Other Name - Printed

Eugene A. McLaughlin II
Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023



Kathleen Watson

Notary Public (Seal)

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

De-annexation reason # 1: **Trust**

On 5-24-2018, the Stockbridge Director of Community Development Services met with Manderley property owners and asked for our support to defeat the referendum for the creation of the City of Eagles Landing. She stated that Stockbridge believed Manderley would be better off to stay unincorporated because we weren't a good fit for the City of Eagles Landing, and added that we weren't a good fit for the City of Stockbridge either. She went on to reassure us that they would not attempt to annex us in the future. **Stockbridge broke their promise when they annexed Manderley.**

De-annexation reason # 2: **Services**

On 9-29-2022, Stockbridge Representatives held another meeting with homeowners in our area, and the Director of Public Works was asked if he could guarantee that Stockbridge would provide the same DOT services that Henry County was providing us. His answer was "no". When we inquired if Stockbridge even owns the equipment needed for these projects, the answer was again, "no". **Stockbridge has been unable to commit to the same level of service that Henry County provides.**

De-annexation reason #3: **Taxation without representation**

On 11-8-2022, Manderley's voting district voted against annexation. The financial instability of Stockbridge is a major problem, and they are in desperate need of a cash infusion to offset budget shortfalls created before we were annexed. **It is wrongheaded for a city that we did not vote to be in, to annex us anyway and then tax us for millions of dollars of mistakes made by city officials that we did not elect.**

Eugene A. Meadows II
Signature

Eugene A. Meadows II
Printed Name

8-October-2023
Date

QUIT-CLAIM DEED

Printers - Jonesboro

GEORGIA, HENRY COUNTY.

THIS INDENTURE, made this 24th day of April in the year of our Lord One Thousand Nine Hundred and ninety-two

between KOPPAR CORPORATION of the first part,
and EUGENE A. MEADOWS, II of the second part,

WITNESSETH: That the said part of the first part for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS Dollars, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and do SS by these presents bargain, sell, remise, release, and forever quit-claim to the said part y of the second part his heirs and assigns, all the right, title, interest, claim or demand which the said part y of the first part has or may have had in and to

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia and being Lot 4, Block C, Unit II, Manderley Subdivision, as per plat recorded in plat book 12, page 251, Henry County records to which reference is hereby made for a more particular description of said property.

REC'D INDEX - 1437
PAGE
DATE 5-5-92
CLF

APR 30 2 12 PM '92

CLERK
HENRY COUNTY, GA.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said part of the second part his heirs and assigns, so that neither the said part y of the first part nor its successors & assigns them, nor any other person or persons, claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

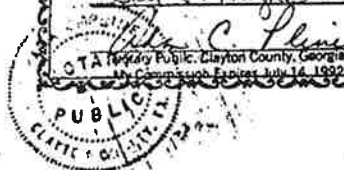
IN WITNESS WHEREOF, the said part of the first part has hereunto set its hand and affixed its seal the day and year above written.

Signed, sealed and delivered in presence of

Aug E. Hughes
Wm C. Plini

KOPPAR CORPORATION

BY: [Signature]
Secretary Treasurer



08469

Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS.

THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/departments/m-r/planning-zoning) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY

AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY

MCDONOUGH, GEORGIA 30253



**HENRY COUNTY
DEPARTMENT OF PLANNING & ZONING**

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries, and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) HUMAIRA AMIR

* PHONE NUMBER 6785914172 EMAIL ADDRESS humaira26j@yahoo.com

DEANNEXATION FROM ☐ HAMPTON ☐ LOCUST GROVE ☐ MCDONOUGH ☒ STOCKBRIDGE

LOCATION/ADDRESS 201 Whitesand Bay Dr. Stockbridge, GA 30281

LAND LOT/DISTRICT 9/12 ACERAGE 1.225

PARCEL ID NUMBER 013A01127000 ZONING DISTRICT(S) SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S) Humaira Amir DATE 10-8-23
DATE _____

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

NOTARY SIGNATURE AND SEAL Kathleen Watson DATE 10-8-2023



(Office use only)

Pre-application meeting: _____ Title: _____ Date: _____

Application checked by: _____ Title: _____ Date: _____

BOC Meeting Date: _____ BOC Decision: _____ Date: _____

Planning Director's Signature: _____ Date: _____



**HENRY COUNTY
DEPARTMENT OF PLANNING & ZONING**

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 201 WHITESAND Bay DR. STOCKBRIDGE, GA 30281
Parcel ID Number 013A01127000
Owner's name(s) HUMAIRA AAMIR Percentage of interest: 100 % *x*
Percentage of interest: _____

We certify that the foregoing information is true and correct, this 8th day of OCTOBER.

HUMAIRA AAMIR *Humaira Aamir*
Property Owner- Printed Signature of Property Owner

Property Owner- Printed Signature of Property Owner

Sworn to and subscribed before me, this 8 day of OCTOBER, 2023.



Kathleen Watson
Notary Public (Seal)



**HENRY COUNTY
DEPARTMENT OF PLANNING & ZONING**

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

* Yes ☐ No ☒

If **Yes**, the applicant/property owner/agent and/or 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:

*

Commissioner/Zoning Advisory Board 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 8th day of OCTOBER

HUMAIRA AMIR

Applicant/Property Owner/Agent/Other Name - Printed

Humaira Amir

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of OCTOBER, 2023



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 201 WHITESAND BAY DR. STOCKBRIDGE GA 30281

Parcel ID Number 013A01127000

* 1. Total number of existing residential structures located on the subject parcel: 1 (ONE)

* 2. Description of the residential structures located on the subject property as listed above:
PRIVATE HOME

* 3. Total number of person(s) residing within each structure: 3

* 4. Age, Sex, and Race of each of those individuals: USE ADDITIONAL FORMS IF NEEDED

Age	Sex	Race
<u>55</u>	<u>F</u>	<u>ASIAN</u>
<u>55</u>	<u>M</u>	<u>ASIAN</u>
<u>23</u>	<u>F</u>	<u>ASIAN</u>

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature Shun-ia Chin Date 10-8-23

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

De-annexation reason # 1: **Trust**

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On 9-29-2022, Stockbridge Representatives held another meeting with homeowners in our area, and the Director of Public Works was asked if he could guarantee that Stockbridge would provide the same DOT services that Henry County was providing us. His answer was "no". When we inquired if Stockbridge even owns the equipment needed for these projects, the answer was again, "no". **Stockbridge has been unable to commit to the same level of service that Henry County provides.**

De-annexation reason #3: **Taxation without representation**

On 11-8-2022, Manderley's voting district voted against annexation. The financial instability of Stockbridge is a major problem, and they are in desperate need of a cash infusion to offset budget shortfalls created before we were annexed. **It is wrongheaded for a city that we did not vote to be in, to annex us anyway and then tax us for millions of dollars of mistakes made by city officials that we did not elect.**



Signature

HUMAIRA AMIR

Printed Name

10. 8. 23

Date

WHEN RECORDED PLEASE RETURN TO:
DREGER, COYLE, BERGMAN,
PIESCHEL & REEMSNYDER, LLC ✓
2520 NORTHWINDS PARKWAY, SUITE 375
ALPHARETTA, GEORGIA 30004
(678) 566-6900 (678) 566-6939 FAX

RE: 115537 - AAMIR - JHG

STATE OF GEORGIA
COUNTY OF FULTON

BOOK

PAGE

010757 0334

DOC# 006997
FILED IN OFFICE
03/06/2008 04:04 PM
BK:10757 PG:334-334
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

PT-61-075-2008-01836

REAL ESTATE TRANSFER TAX
PAID: \$277.00

WARRANTY DEED

This Indenture made this 29TH day of FEBRUARY, 2008, JOHN E. BARRON AND SHARON A. BARRON, as party or parties of the first part, hereinafter called Grantor, and HUMAIRA AAMIR, 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 00/100'S (\$10.00) DOLLARS and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA; BEING MORE PARTICULARLY DESCRIBED AS LOT 13, BLOCK C OF MANDERLEY SUBDIVISION, UNIT III, AS PER PLAT RECORDED IN PLAT BOOK 17, PAGE 124, HENRY COUNTY, GEORGIA RECORDS; SAID PLAT BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING KNOWN AS: 201 WHITESAND BAY DRIVE, STOCKBRIDGE, GA

This conveyance is subject to all easements and restrictions of record.

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.

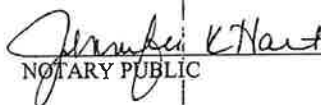
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

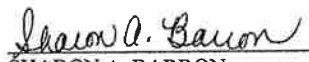
IN WITNESS WHEREOF, Grantor had hereunto set grantor's hand and seal this day and year first above-written.

Signed, sealed and delivered in the presence of:


WITNESS

 (Seal)
JOHN E. BARRON


NOTARY PUBLIC

 (Seal)
SHARON A. BARRON

JENNIFER K. HART
Notary Public, Gwinnett County, Georgia
My Commission Expires May 23, 2009

NOTE: Iron stakes on all lot corners.
 SUBDIVIDER:
 Kasper Corporation
 P.O. Box 1116
 9594 Tara Blvd.
 Jonesboro, Ga. 30227
 (404) 471 1533

Water System to be installed by
 Henry County. Lines, valves
 and hydrants to be installed
 as per Henry County spec-
 ifications.
 Future Sanitary Sewer to
 be within R.W. of Roads.

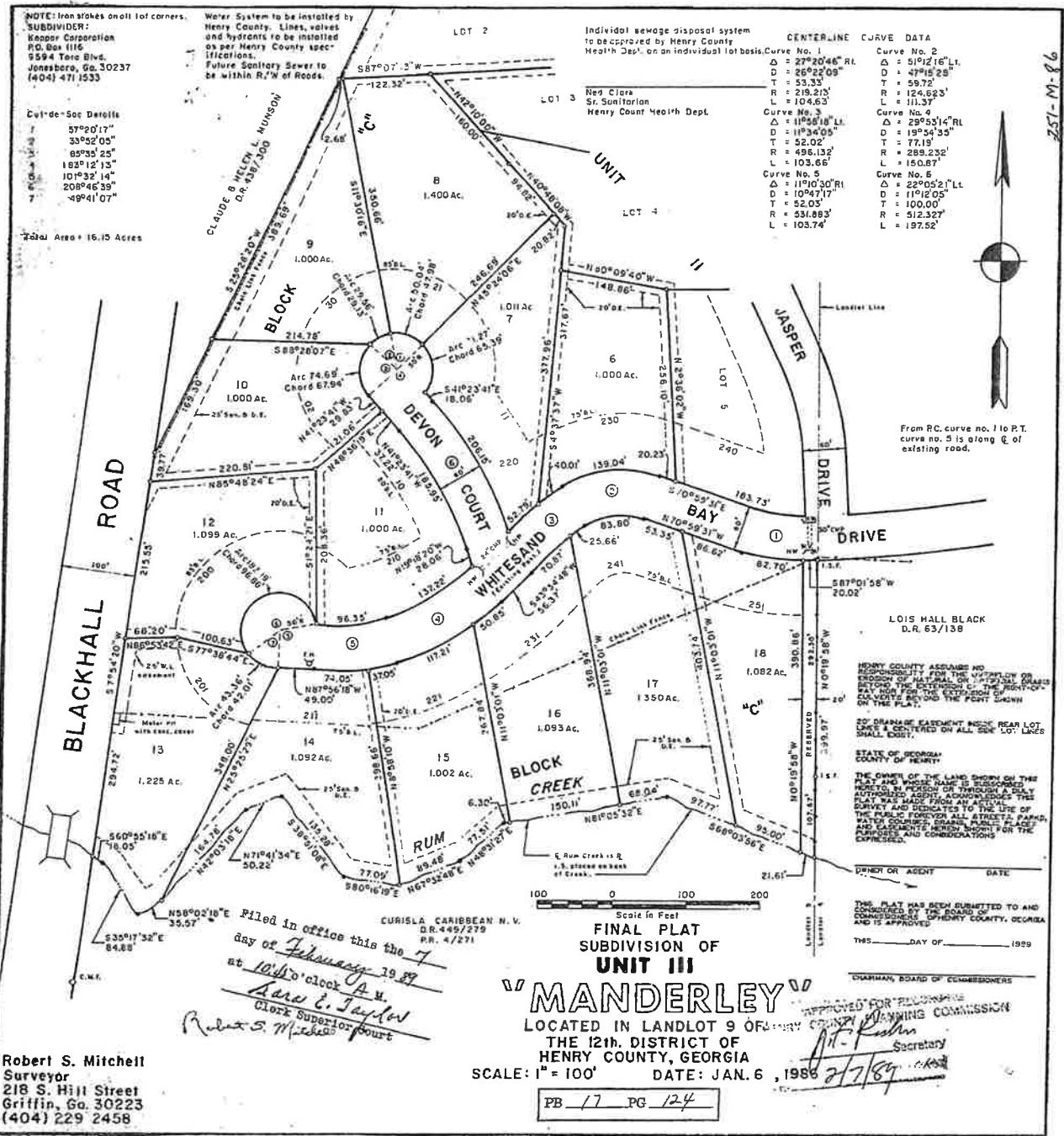
Individual sewage disposal system
 to be approved by Henry County
 Health Dept. on an individual lot basis.

CENTERLINE	CURVE DATA
Curve No. 1 $\Delta = 27^{\circ}20'46''$ R.I. D = 260'22'09" T = 53.33' L = 104.63'	Curve No. 2 $\Delta = 51^{\circ}12'16''$ L.L. D = 470'15'28" T = 59.72' L = 111.37'
Curve No. 3 $\Delta = 11^{\circ}34'05''$ L.L. D = 1134'05" T = 52.02' L = 103.66'	Curve No. 4 $\Delta = 29^{\circ}55'14''$ R.I. D = 195'54'35" T = 77.19' L = 289.232'
Curve No. 5 $\Delta = 11^{\circ}10'30''$ R.I. D = 1094'17" T = 52.03' L = 103.74'	Curve No. 6 $\Delta = 22^{\circ}05'21''$ L.L. D = 1192'05" T = 100.00' L = 512.327'

Circle-Sec Details

1	57°20'17"
2	33°52'05"
3	85°35'25"
4	182°12'13"
5	101°32'14"
6	208°46'39"
7	96°41'07"

2200 Area = 16.15 Acres



Robert S. Mitchell
 Surveyor
 218 S. Hill Street
 Griffin, Ga. 30223
 (404) 229 2458

"MANDERLEY"

LOCATED IN LANDLOT 9 OF THE 12TH DISTRICT OF
 HENRY COUNTY, GEORGIA

SCALE: 1" = 100'

DATE: JAN. 6, 1986

PB 17 PG 124

CHAIRMAN, BOARD OF COMMISSIONERS

APPROVED FOR RECORDING

SECRETARY

2/7/86

Deannexation Application



THANK YOU FOR YOUR INTEREST IN HENRY COUNTY, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS NEEDED FOR DEANNEXATION REQUESTS TO BE HEARD BY THE HENRY COUNTY BOARD OF COMMISSIONERS.

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

A PRE-APPLICATION MEETING IS ADVISED, BUT NOT REQUIRED, FOR DEANNEXATION REQUESTS. THE HENRY COUNTY PLANNING AND ZONING DEPARTMENT WILL ONLY CONDUCT PRE-APPLICATION MEETINGS ON TUESDAY, WEDNESDAY, AND THURSDAY OF EACH WEEK. PLEASE VISIT [HTTP://WWW.CO.HENRY.GA.US/DEPARTMENTS/M-R/PLANNING-ZONING](http://www.co.henry.ga.us/DEPARTMENTS/M-R/PLANNING-ZONING) TO SCHEDULE A MEETING ONLINE.

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

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY
AT (770) 288-7526.

THE LOCATION OF ALL COUNTY RELATED BOARD MEETINGS IS:

140 HENRY PARKWAY
MCDONOUGH, GEORGIA 30253



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR DEANNEXATION

To the Board of Commissioners of Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Henry County Board of Commissioners accept the deannexation request of this territory from city boundaries; and extend the County services to include the same.
2. The territory to be deannexed is contiguous to existing unincorporated areas and complies with requirements established in O.C.G.A Title 36, Chapter 36. The description of such territory is attached hereto.

OWNER(S) NAME(S) GLORIA H. HUGHES

WOODROW M. HUGHES

* PHONE NUMBER

678-772-0004

EMAIL ADDRESS

gloria.hughes1@gmail.com

DEANNEXATION FROM

☐ HAMPTON

☐ LOCUST GROVE

☐ MCDONOUGH

☒ STOCKBRIDGE

LOCATION/ADDRESS

211 WHITESAND BAY DR. STOCKBRIDGE, GA 30281

LAND LOT/DISTRICT

9/12

ACERAGE

1.092

PARCEL ID NUMBER

013A01138000

ZONING DISTRICT(S)

SR

ONE FORM PER PROPERTY. USE ADDITIONAL SHEETS IF REQUIRED.

SIGNATURE(S)

Gloria H. Hughes
Woodrow M. Hughes

DATE

10-8-23

DATE

10-8-23

ALL PROPERTY OWNERS MUST SIGN AS THEIR NAME APPEARS ON THE DEED. USE ADDITIONAL SHEETS IF REQUIRED.

NOTARY SIGNATURE AND SEAL

Kathleen Watson



10-8-2023

(Office use only)

Pre-application meeting: _____ Title: _____ Date: _____

Application checked by: _____ Title: _____ Date: _____

BOC Meeting Date: _____ BOC Decision: _____ Date: _____

Planning Director's Signature: _____ Date: _____



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached deannexation application, which proposes to amend the Official Zoning Map of the deannexing municipal jurisdiction and of Henry County, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

Location/Address 211 WHITESAND BAY DR. STOCKBRIDGE, GA

Parcel ID Number 013A01138000

* Owner's name(s) GLORIA H. HUGHES Percentage of interest: 50
WOODROW M. HUGHES Percentage of interest: 50

We certify that the foregoing information is true and correct, this 8th day of OCTOBER, 2023

Gloria H. Hughes

Property Owner- Printed

Gloria H. Hughes

Signature of Property Owner

WOODROW M. HUGHES

Property Owner- Printed

Woodrow M. Hughes

Signature of Property Owner

Sworn to and subscribed before me, this 8 day of OCTOBER, 2023



Kathleen Watson

Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Residential Declaration

In order to comply with the United States Department of Justice's procedures for the administration of Section 5 of the Voting Rights Act of 1965 as amended, Subpart B, Section 51.28, the following information is required for the deannexation of any residential properties. Must be completed for ALL residential properties (regardless of zoning designation). Use as many forms as needed.

Location/Address 211 WHITESAND BAY DR. STOCKBRIDGE, GA 30281

Parcel ID Number 013401138000

* 1. Total number of existing residential structures located on the subject parcel: one (1)

* 2. Description of the residential structures located on the subject property as listed above:
Private home

* 3. Total number of person(s) residing within each structure: 2

* 4. Age, Sex, and Race of each of those individuals: USE ADDITIONAL FORMS IF NEEDED

Age	Sex	Race
<u>74</u>	<u>F</u>	<u>Caucasian</u>
<u>73</u>	<u>M</u>	<u>CAUCASIAN</u>
_____	_____	_____
_____	_____	_____

5. Henry County Commission District: 2

6. City Council Voting District: 1

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate.

Applicant Signature Gloria H. Hughes Date 10-8-23



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

Yes ☐ No ☒

If Yes, the applicant/property owner/agent and/or 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:

Commissioner/Zoning Advisory Board 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 8 day of OCTOBER, 2023

Woodrow M. HUGHES
Applicant/Property Owner/Agent/Other Name - Printed

[Signature]
Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023



[Signature]
Notary Public (Seal)



HENRY COUNTY DEPARTMENT OF PLANNING & ZONING

Campaign Disclosure Form

Must be completed by ALL applicant(s), property owner(s), agent(s) and/or attorney(s). Use as many forms as needed.

CHECK ONE: ☒ APPLICANT ☐ PROPERTY OWNER ☐ AGENT ☐ ATTORNEY ☐ OTHER

Has the person described below made, within two (2) years immediately preceding the filing of this application 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 who will consider the application?

* Yes ☐ No ☒

If **Yes**, the applicant/property owner/agent and/or 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:

*

Commissioner/Zoning Advisory Board 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 8 day of October, 2023

Gloria H. Hughes

Applicant/Property Owner/Agent/Other Name - Printed

Gloria H. Hughes

Signature of Applicant/Property Owner/Agent/Other

Sworn to and subscribed before me, this 8 day of October, 2023



Kathleen Watson

Notary Public (Seal)

LETTER OF INTENT

Henry County Board of Commissioners:

As de-annexation requests are not subject to public hearing requirements, please consider this information in your decision for de-annexation of this Manderley property:

De-annexation reason # 1: **Trust**

On 5-24-2018, the Stockbridge Director of Community Development Services met with Manderley property owners and asked for our support to defeat the referendum for the creation of the City of Eagles Landing. She stated that Stockbridge believed Manderley would be better off to stay unincorporated because we weren't a good fit for the City of Eagles Landing, and added that we weren't a good fit for the City of Stockbridge either. She went on to reassure us that they would not attempt to annex us in the future. **Stockbridge broke their promise when they annexed Manderley.**

De-annexation reason # 2: **Services**

On 9-29-2022, Stockbridge Representatives held another meeting with homeowners in our area, and the Director of Public Works was asked if he could guarantee that Stockbridge would provide the same DOT services that Henry County was providing us. His answer was "no". When we inquired if Stockbridge even owns the equipment needed for these projects, the answer was again, "no". **Stockbridge has been unable to commit to the same level of service that Henry County provides.**

De-annexation reason #3: **Taxation without representation**

On 11-8-2022, Manderley's voting district voted against annexation. The financial instability of Stockbridge is a major problem, and they are in desperate need of a cash infusion to offset budget shortfalls created before we were annexed. **It is wrongheaded for a city that we did not vote to be in, to annex us anyway and then tax us for millions of dollars of mistakes made by city officials that we did not elect.**


Signature

WOODROW M. HUGHES
Printed Name

8 OCTOBER 2023
Date

Return Recorded Document to:
Bruchstein & Bantley, P.C.
827 Fairways Court, Suite 100
Stockbridge, GA 30281

BK:18985 PG:136-136
Filed and Recorded
Mar-24-2022 12:31 PM
DOC# 2022 - 011866
Real Estate Transfer Tax
Paid: \$ 0.00
0752022003311
SABRIYA HILL
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA
Participant ID: 6001913266

Property Tax Parcel Identification no. 013A01138000

JOINT TENANCY WITH SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HENRY

File #: DRAW DEED

This Indenture made this 24th day of March, 2022, between Gloria H. Hughes fka Gloria H. Adams, as party of the first part, hereinafter called Grantor, and Gloria H. Hughes and Woodrow M. Hughes, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" 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 00/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in Land Lot 9 of the 12th District of Henry County, Georgia, being known as Lot 14, Block C of Manderly Subdivision, Unit III, as per plat of same or record at Plat Book 17, Page 124, Henry County, Georgia records. Said plat is specifically incorporated herein by reference and made a part hereof for a more complete and accurate legal description.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to O.C.G.A. § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Johnna M. Biles
Notary Public



Gloria H. Hughes fka Gloria H. Adams
Gloria H. Hughes fka Gloria H. Adams

Water System to be installed by Henry County. Lines, valves and hydrants to be installed as per Henry County specifications.

Future Sanitary Sewer to be within R/W of Road.

Cul-de-Sac Derrida	
1	57°20'17"
2	33°52'05"
3	85°35'25"
4	183°12'13"
5	101°32'14"
6	208°46'39"
7	48°41'07"

Total Area = 16.15 Acres

Individual sewage disposal system
to be approved by Henry County
Health Dept. for an individual lot.

CENTERLINE CURVE DATA	
Curve No. 1	Curve No. 1
Δ = 27°20'46" RL	Δ = 51°12'
Δ = 26°22'09"	D = 47°15'
Δ = 53.33'	T = 59.72'
Δ = 215.213'	R = 124.61'
Δ = 104.63'	L = 111.37'
Curve No. 3	Curve No. 4
Δ = 11°50'18" LL	Δ = 29°53'
Δ = 11°34'05"	D = 19°54'
Δ = 52.02'	T = 77.19'
Δ = 496.132'	R = 289.23'
Δ = 103.66'	L = 150.87'
Curve No. 5	Curve No. 6
Δ = 11°10'30" RL	Δ = 22°05'
Δ = 10°47'17"	D = 11°12'0"
Δ = 52.03'	T = 100.00'
Δ = 531.683'	R = 512.32'
Δ = 103.74'	L = 157.25'

From P.C. curve no. 1 to P.T.
curve no. 3 is along E of
existing road.

LOIS HALL BLACK
D.R. 63/138

NEBBY COUNTY ASSUMES NO
RESPONSIBILITY FOR THE WEAR AND
EROSION OF NATURAL OR ARTIFICIAL DRAINAGE
BEYOND THE EXTENSION OF THE RIGHT-OF-
WAY NOR FOR THE EXTENSION OF
CULVERTS BEYOND THE POINT SHOWN
ON THIS PLAN.

STATE OF GEORGIA
COUNTY OF HEARY

THE OWNER OF THE LAND SHOWN ON THE
PLAN AND WHOSE NAME IS SUBSCRIBED
HEREIN, BY PERSON OR THROUGH A duly
AUTHORIZED AGENT, ACKNOWLEDGES THIS
DEED WAS MADE FROM AN ACTUAL
SURVEY AND DEDICATES TO THE USE OF
THE PUBLIC FOREVER ALL STREETS, PARKS
AND PLAZAS SHOWN ON THE PLAN.
WITNESSES MY HAND AND SEAL FOR THE
PURPOSES OF RECORD.

~~PRINTED ON AGENT~~

THIS PLAT HAS BEEN SUBMITTED TO AND
CONSIDERED BY THE BOARD OF
COMMISSIONERS OF MONTEZUMA COUNTY, NEW MEXICO,
AND IS APPROVED.

THIS _____ DAY OF _____ 1900

CHAIRMAN, BOARD OF COMMERCE

APPROVED FOR FLOODING
COUNTY PLANNING COMMISSION

A. F. Kasher
Secretary

DATE: JAN 6 1965 2/7/65

PB 17 PG 124

Robert S. Mitchell
Surveyor
218 S. Hill Street
Griffin, Ga. 30223
(404) 229 2458

Filed in office this the 7
day of February 19 89
at 10:40 o'clock A.M.
Hara E. Taylor
Clerk Superior Court
Robert S. Mitchell

"MANDERLEY"

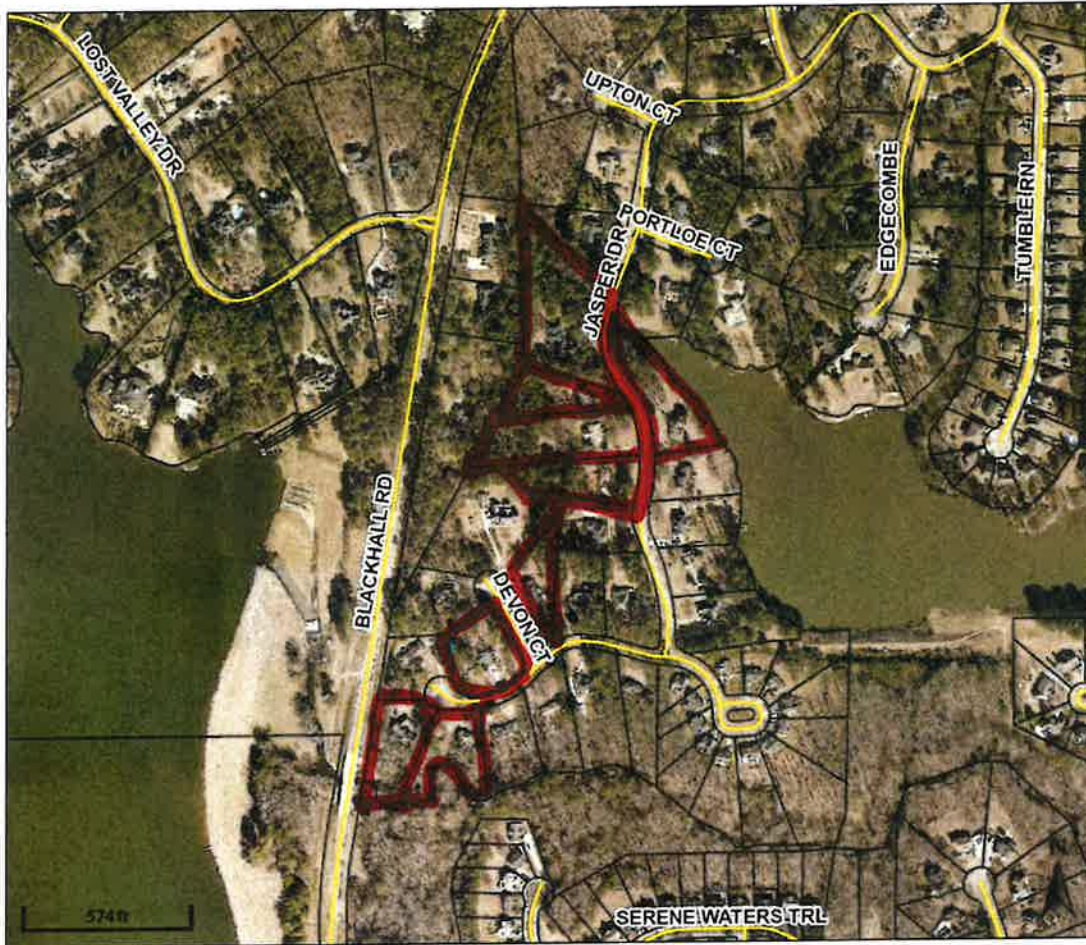
LOCATED IN LANDLOT 9 OF
THE 12th. DISTRICT OF
HENRY COUNTY, GEORGIA

SCALE: 1" = 100'

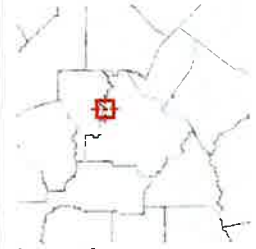
DATE: JAN 1



Henry County, GA



Overview



Legend

- Parcels
- Roads

Parcel ID	013A01128005	Class	R	Owner	GOODMAN ANDREW J & AVILA-	Land	\$35000				
		Acreage	n/a	Address	GOODMAN JESSICA C	Value:					
Property Address	10 DEVON CT				10 DEVON CT	Building	\$383500	Last 2 Sales			
District	City/Stockbridge				STOCKBRIDGE GA 30281	Value:		Date	Price	Reason	Qual
						Misc	\$0	4/6/2018	\$222,500	n/a	Q
						Value:		10/30/1998	\$222,800	n/a	Q
						Total	\$418500				
						Value:					

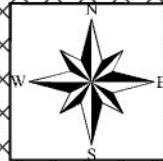
Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed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

Date created: 2/29/2024

Last Data Uploaded: 2/29/2024 5:54:33 AM

Developed by Schneider
GEOSPATIAL

Manderley Subdivision Parcel Map



Address Codes:

10D - 10 Devon Court
11D - 11 Devon Court
200J - 200 Jasper Drive
205J - 205 Jasper Drive
215J - 215 Jasper Drive
225J - 225 Jasper Drive
235J - 235 Jasper Drive
245J - 245 Jasper Drive
201W - 201 Whitstand Bay Drive
211W - 211 Whitstand Bay Drive

Blackhall Rd

Walt Stephens Rd

Area to be De-Annexed

Legend

- Manderley Subdivision
- Parcels for Deannexation
- Roads
- City Limits

0 0.05 0.1 0.2 Miles





City of Stockbridge

AGENDA ITEM

MEETING DATE

April 30, 2024

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: ATTORNEY WASHINGTON/ATTORNEY EMBRY

DEPARTMENT: LEGAL

ITEM/PROJECT/EVENT: GMA CITY OF ETHICS RE-CERTIFICATION

GMA (Georgia Municipal Association) City of Ethics Re-Certification.

BACKGROUND INFORMATION:

Re-certification is required every four (4) years to continue participation in this prestigious program. The City of Stockbridge is scheduled to re-certify during the 2024 GMA Convention.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT: NO BUDGET

ADJUSTMENT IS REQUIRED

ATTACHMENTS:

ITEM/PROJECT/EVENT: (Continued)

What's required for re-certification:

1. Please submit a cover letter on official letterhead requesting re-certification in the City of Ethics program. The cover letter must inform the approving committee of any changes made to the "Ethics Ordinance" in the past four (4) years. If changes have been made, please outline the changes in the cover letter. If no changes have been made to the Ordinance, simply state that in the cover letter. Please include a copy of the revised Ordinance (if applicable).
2. Please submit a current year "Resolution" adopting the 5 ethics principles (the Resolution must be executed by the Mayor and the majority or all Councilmembers or the Governing Authority).

Please email these documents to GMA no later than May 15, 2024.

BACKGROUND INFORMATION:



City of Stockbridge

4640 North Henry Blvd. • Stockbridge, GA 30281

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

April 30, 2024

Attention Gina Gresham, Legal Assistant
Georgia Municipal Association
P. O. Box 105377
Atlanta, Georgia 30348

Dear Ms. Gresham,

The City of Stockbridge is requesting approval to re-certify in the Ethics Program.

Attached, please find the following amendments to the City's Ethics Program since our last certification: Resolution R20-1239.

Thank you very much,

Anthony S. Ford, Mayor

Encl:

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. R20-1239

**A RESOLUTION ESTABLISHING A POLICY WITH RESPECT TO THE
ISSUANCE OF CENSURES OR REPRIMANDS**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds;

WHEREAS, the City Council desires to establish a formal policy with respect to the issuance of censures or reprimands against elected officials of the City;

WHEREAS, the City Council specifically finds that the proposed policy promotes and protects the safety, health, peace, security, good order, comfort, convenience, and general welfare of the city and its inhabitants;

WHEREAS, the Mayor and Council believe that the proposed procedure is in the best interest of the City and its citizens;

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

Section 1. **Establishment of Policy** – The Mayor and Council of the City of Stockbridge hereby establish the following policy with respect to censures or reprimands against elected officials of the City:

Procedure and Criteria for the Issuance of Censures or Reprimands. No censure or reprimand against any elected official of the City shall be issued by the City Council without an investigation into the alleged wrongful act(s) conducted either by the City Council or the Ethics Committee. Such investigation shall allow the accused to be heard in a public hearing. Any such censure shall be based upon a proven violation and/or conviction for such violation of the City Charter, the City Ordinances (including the Ethics Ordinance) or the laws of the State of Georgia or the United States.

Section 2. **Documents** – 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 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.

Section 4. Repeal of Conflicting Provisions - All City resolutions inconsistent with this Resolution are hereby repealed.

Section 5. Effective Date - This Resolution shall be effective immediately upon the date of its adoption by the City Council and Mayor as provided in the City Charter.

SO RESOLVED, this the 24th day of November, 2020.

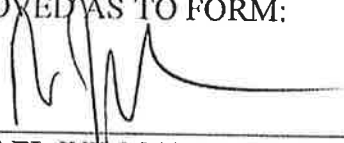
CITY OF STOCKBRIDGE, GEORGIA


ANTHONY S. FORD, MAYOR

ATTEST:


VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:


MICHAEL WILLIAMS, CITY ATTORNEY