



City of Fairburn City Council

Agenda

October 14, 2024

7:00 PM

The Honorable Mayor Mario Avery

The Honorable Mayor Pro-Tem James Whitmore

The Honorable Alex Heath

The Honorable Hattie Portis-Jones

Mr. Tony Phillips

Mr. Rory Starkey

Ms. Brenda B. James

The Honorable Linda J. Davis

The Honorable Samantha Hudson

The Honorable Ulysses J. Smallwood

City Administrator

City Attorney

City Clerk

I. Meeting Called to Order:

The Honorable Mayor Avery

II. Roll Call:

City Clerk

III. Invocation:

Dr. LaReese Howell New Horizon in
Faith Church

IV. Pledge of Allegiance:

V. Presentations and Proclamations:

VI. Adoption of the City Council Agenda:

VII. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes. However, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further, in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided later.

VIII. Approval of the Minutes:

1. Approval of the Minutes: Council Meeting Minutes of September 23, 2024

IX. Public Hearings:

2. Meadow Glen Village - Rezoning

Recommendation: Request Mayor and Council approval of the concurrent variance and the rezoning request with the enclosed conditions listed in the proposed ordinance. The rezoning request conforms with the Future Development Map, which

designates the site as Highway Mixed Use. **(Planning & Zoning)**

3. Text Amendment - Nonconforming Signs

Recommendation: Request Mayor and Council approval of the ordinance to amend the regulations in Chapter 80 (Zoning), Article XII (Sign Regulations), Section 435 (Grandfathered and nonconforming signs). **(Planning & Zoning)**

4. Text Amendment - Future Land Use Amendment

Recommendation: Request Mayor and Council approval of the proposed ordinance to establish a process and review standards for future land use map updates. **(Planning & Zoning)**

5. Poplar Commons/Landmark - Rezoning

Recommendation: Request for Mayor and Council to table this item. The applicant is requesting an amendment to the future land use map and the review standards and process are presently under consideration. **(Planning & Zoning)**

6. Ordinance to Amend Occupation Taxes and Regulatory Fees

Recommendation: Request Mayor and Council approval of an ordinance to amend Chapter 14 (Business Regulation and Taxation), Article II (Occupation Taxes) of the Code of Ordinances of Fairburn, Georgia, to modify and provide certain exemptions and exceptions to occupation taxes and regulatory fees; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes. **(Finance)**

X. Consent Agenda:

XI. Regular Agenda Items:

7. Flock Safety - Real Time Crime Center

Recommendation: Request Mayor and Council approval to execute the Flock Safety contract for the implementation of a Real Time Crime Center in the amount of \$37,378 for FY25. **(Police)**

8. Ratification of Professional Services Agreement with iParametrics, LLC for Grant Writing Services

Recommendation: Request Mayor and Council approval to ratify the Professional Services Agreement with iParametrics, LLC for Grant Writing Services in an amount not to exceed \$75,000 for fiscal year 2025. **(Finance)**

9. Trimming/Clearing Contract with Trees Unlimited

Recommendation: Request Mayor and Council approval of the agreement with Trees Unlimited to clear the right-of-way of tree limbs and heavy vegetation for the protection of the overhead electric distribution infrastructure and authorize the Mayor to sign the agreement in an amount not to exceed \$175,000. **(Utilities)**

XII. Council Comments:

XIII. Adjournment:

When an Executive Session is required, one will be called for for the following Issues:
(1) Personnel (2) Real Estate or (3) Litigation



City Council Meeting Minutes September 23, 2024 7:00 pm

I. Roll Call by City Clerk, Brenda James found the following members present:

The Honorable Mayor Pro-Tem James Whitmore
The Honorable Samantha Hudson
The Honorable Ulysses J. Smallwood

The Honorable Alex Heath
The Honorable Hattie Portis-Jones

Absent: The Honorable Linda J. Davis

II. The meeting was called to order by the Honorable Mayor Avery.

Also present was City Administrator Tony Phillips, Assistant City Attorney Serena Nowell, and City Clerk Brenda James.

III. The invocation was provided by Pastor Greta Fowler of St. John AME Church.

IV. Pledge of Allegiance was in Unison.

V. Presentations and Proclamations:

1. GRPA Track & Field State Champions/GRPA 8U Baseball State Runner Up

Parks & Recreation Director Chapin Scott presented the 2024 GRPA District 4 Champions and GRPA Class B State Runner ups for our Braves Baseball team and GRPA Class B/C Track & Field State Champions:

Coaches:

Head Coach Moya Sinkfield, Van Johnson Jr., Marty Brown, Marshaunda Blanks

Players:

Myles Brown

Sergio Butler

Langston Darden

Timothy Gilmore Jr.

Van Johnson

King Langford

Devin Leaks

Keiter Ligon

Ivan Martinez

Jace Sinkfield

Maliya Sinkfield

Sosa Sinkfield

Destin Wimbish

GRPS Class B/C Track & Field State Champions

Eli Hall – 1600 M, 800M

Justin Duncan – 100M, 200M

Ashton Strong – 400M,

Brooklyn Ware – 800M

9/10 Boys – 4x4 Eli Hall, Ashton Strong, James Flowers, Lennox Owensby (State Record)
11/12 Boys – 4x4 Christian Mainor, Aaron Strong, Mason Warren, Anthony Tucker (State Record)
13/14 Boys – 4x4 Myron Brown, Kevin Pope, Landon Nelson, Tiras Thomas
7/8 Girls – 4x4 Elle Hall, Maliya Sinkfield, Audrianna Strong, Autumn Daniels
Mason Warren 400M (State Record)
Maliya Sinkfield 100M (State Record), 200M

2. Youth City Council Presentation

Parks & Recreation Director Chapin Scott presented this item and said they have placed the first Fairburn Youth Council. They have various projects to complete, and they finished their six-week public speaking workshop. They've completed the leadership and community service projects, and they will share the speeches they prepared on the one change they believe would significantly improve the quality of life in Fairburn. Ms. Scott gave kudos to Ms. Anastasia Johnson for leading this initiative and for holding the workshop for them, she is a Fairburn resident and wanted to feed into our youth. The following Youth Council presented their speeches:

Sanaa Scipio
Madison Woods
Lucas Mitchell
Yves Dognon
Mckenzie Floyd

3. Certified City Clerk

City Clerk Brenda James presented this item and said she has the pleasure of presenting from the University of Georgia Carl Vincent Institute of Government, a plaque that hereby certifies that Deannia Ray has successfully completed 101 hours of coursework and instruction to fulfill the educational requirements of the Georgia Clerk's Educational Institute to be recognized as a Georgia Certified Clerk.

VI. Adoption of the City Council Agenda

Council Member Jones made a motion to approve the agenda as presented. Council Member Heath provided the second. **The motion carried unanimously.**

VII. Public Comments:

Honie Williams said she has been here for 18 years and faithful member of this community. On September 9th, she was present at the city council meeting and what she witnessed was horrifying. She said Mr. Whitmore, you and I and D'Avante use to have big fun at city hall before you became a city council person. She said you were aggressive, rude, and disrespectful. You insulted the integrity of the city administrator, the attorney, the fellow council people. Council Member Hudson, you got an A that night and

attempted to calm him down, it didn't work. Mr. Russell Hargrave gave his time to Ms. Williams. She said Exodus 20 and 12 says honor thy father and thy mother, that our days may be long and that's as far as most of us get. But what it's really saying, is respecting authority, speaking polite, being courteous even when you find it difficult to get along with authority. You were aggressive when the mayor asked that you be removed, you threatened the two police officers and dared them to put their hands on you. She was blown away and could not believe it and then you asked the Chief of Police to never let that happen again. She said my dear friend, you were wrong, and she doesn't understand and hopes at some point he can let her know what really happened.

Inga Kennedy thanked Mayor and Council for bringing the blighted property ordinance to the forefront of the city. This is very important and near and dear to her community and thanked them for all they've done in the Lightning Community. This ordinance will give it more strength and pointed out Section 53-122, where the levy of increase on blighted real property are identified, the dwelling house is to be occupied as the primary residents. She hopes that we stick to that because we have lots of investors coming into the community trying to acquire our property. She read how the city would be notified, at least five residents of the city can suggest properties of concern and asked council to review and said people are afraid to speak up. She also said that the timetable needs to be reviewed.

Ellen Stegall thanked Mayor and Council for putting up the stop signs on Oak and Bay Street and requested police presence because people are running those stop signs. She said they need at least two more stop signs because children are out playing, and people do not slow down.

Shauntell B said she is a resident and has been here all her life. She wanted to see if there would be any voter registration activations throughout this year's Fall Festival. The last day for Georgians to register to vote is October 7th and early voting begins on October 15th. There is a nonpartisan nonprofit called When We all Vote that has a regional coordinator for the State of Georgia to potentially partner with to ensure residents have all the resources needed for this year's election.

Maya Osun wanted information on the proposed traffic signal for John Rivers and 29. She received City Administrator Phillips correspondence to the Durham Lakes Community but requested some clarity on getting the stop signal and who is paying for it. What they are afraid of is the developer made it clear they were not paying for it and if that stance has changed, they need to know. The first public comment seemed very calculated and if we are going to get on any of the council people, she thinks it is unfair to single just one out, everyone needs to be held accountable. There have been times everyone sitting before us that we voted for has shamed us, so let's be fair and let's hold everybody accountable. She doesn't know the purpose of whose agenda running for mayor and why that matters at this point. What matters is coming together and stop attacking one another and these calculating moves, we're over it. Councilman Whitmore has always been there for her and her fellow neighbors, she doesn't always agree with everything but overall, he has served this community well.

VIII. Approval of the Minutes:

4. Approval of the minutes Regular Council Meeting Minutes of September 9, 2024

Council Member Heath made a motion to approve the minutes as written, Council Member Smallwood provided the second. **The motion carried unanimously.**

IX. Public Hearings: None

X. Consent Agenda: N/A

XI. Regular Agenda Items:

5. Blighted Property Ordinance

Planning & Zoning Director Denise Brooks presented this item and said the purpose of this ordinance is to work on neighborhood revitalization and stabilization. Mayor and Council requested we look into additional options to address blight. One of the things that she is proud of is them partnering with the faith-based community to go out and help senior citizens, and veterans to do repairs. They are addressing a lot of things, but the item before you is the blight tax. They hope this will provide an incentive for the property owners for redevelopment and to help provide relief for the number of times our Code Enforcement Officers or Police Officers are having to deal with these blighted properties.

Council Member Hudson made a motion to approve the Ordinance to amend Chapter 53(Taxation) of the Code of Ordinances of Fairburn, Georgia, to add a new article to be numbered Article V and entitled "Community Redevelopment Tax Incentive Program"; to provide standards, procedures, and other provisions for identification of blighted property; to provide for a levy of increase on ad valorem taxes for blighted property; to provide for remediation; and to provide for a decrease on ad valorem taxes on property after successful remediation. The second was provided by Council Member Heath.

Council Member Portis-Jones made a substitute motion to postpone the blighted property ordinance to review and incorporate concerns. The second was provided by Mayor Pro Tem Whitmore.

Council Member Hudson said Ms. Kennedy mentioned something about community members feeling intimidated to talk. We need to collaborate with police, use signage to send a message to that community, and create a slogan for our blighted properties. We need to have Police meet with communities to give them tools and resources, so they won't feel threatened or intimidated. She agrees that we should wait until her voice is heard in this ordinance. **The substitute motion carried unanimously.**

6. Approval of a Task Order with ISE for Engineering Services on the Fayetteville Road Streetscapes Project

Community Development Director Lester Thompson presented this item and said the Fayetteville Road Water Main Improvements Project was completed on October 19th, 2021. ISE provided the design and construction management services for the project. The original project was called the Fayetteville Road Waterline Relocation & Sidewalk Project, and the scope included pedestrian improvements on Fayetteville Road, from Bay Street to Edelweiss Drive. However, to reduce project costs and to address the more immediate concerns, the pedestrian improvements were removed from the project scope. Now, we are attempting to revisit that and extend the project scope from East Broad Street to Trotter's Farm using the same survey but expanding that survey.

Mayor Pro Tem Whitmore made a motion to approve the Task Order with Integrated Science & Engineering, Inc. (ISE) for Engineering Services on the Fayetteville Road Streetscapes Project in the amount of \$70,210. The second was provided by Council Member Heath. **The motion carried unanimously.**

XII. Reports:

7. City Administrator's Monthly Report

City Administrator Tony Phillips presented this item and gave a brief summary of some of the highlights for August 2024, in the report.

- Safety Training Center Master Plan is in progress
- Emergency generator for City Administration Building is in progress
- Completed Final Report for the 2024 Economic Development Strategic Plan including needs assessment and market studies in conjunction with consultant teams KB Advisory Group and Urban Pulse
- Ribbon Cutting Ceremony and Grand Opening for Enterprise Truck Rental, celebrating expansion and two years of excellence in customer service
- Ribbon Cutting Ceremony and Grand Opening for Peach Cobbler Factory
- Train Depot Project: Initiated solicitation for proposals for lease agreement and tenancy. Next steps will include evaluation and recommendation for tenant
- The City of Fairburn in partnership with Dashboard has finalized the activities and artist for the Hispanic Heritage month Alleyway event, Mr. Jose Ibarra Rizo completed the photos and conducted interviews with community members
- The Housing Market Study and Grocery Store Matrix has been completed

Mr. Phillips discussed the traffic light on Hwy 29 and John Rivers and said he sent some correspondence to the Durham Lakes Community last week and spoke with the President of the Property Owners Association to provide an update. The plans for the

Meribel Townhomes project at the corner of John's River and Hwy 29 that was approved by Council earlier this year, is where this light will go. There has been a traffic form submitted to GDOT, currently the approval of the full site development plan which is required before they move forward and ultimately the issues of the full land disturbance permit is contingent upon the receipt of the approved GDOT signal design plans and the associated permit. They will not get an LDP until we get an approved design from GDOT for the light that goes in at that intersection. They don't have the light approved by GDOT and the Developer is paying for the light. Council Member Portis-Jones asked that communication be provided to council and to keep them in the loop.

Mr. Phillips introduced new Finance Director, Tameka Billingsley. Ms. Billingsley has over 30 years of experience in Accounting and Finance and recently served as Executive Director of Business Services with Fulton County Schools and we're excited to welcome her here.

Council Member Hudson highlighted the young lady's public comment by making sure we utilize the opportunity to either network about voter registration at the Fall Festival or Fulton County is here. She requested an update on the Water Authority, we understand that infrastructure is important, water quality improves the quality of life, and she hasn't heard much about how our budget is going to improve Fairburn's infrastructure for FY2025. She wants to know the plans for Campbellton Road tree trimming, this is a major passageway in our city, and she saw some trees hanging over the lines. On Lake Joyce Lane and Lake Esther, there are two vacant corner lots that are overgrown with weeds, and she received some calls to get that taken care of.

Council Member Portis Jones asked that the gateway on Hwy 74 be looked at, it is overgrown, and the City of Fairburn sign is becoming hidden from overgrown brush.

XIII. Council Comments:

Council Member Heath had no comments.

Council Member Portis-Jones congratulated the Baseball and Track and Field team. Ms. Scott has done a tremendous job working with our youth. She congratulated our Youth Council, and she is very proud to have heard their presentations, they are in tune with the conversations council has been having. She looks forward to working with them and hearing more of their ideas. She appreciates the young lady that talked about voter registration and said the City of Fairburn, for a very long time have always done voter registration and the Fulton County voter registration bus will be here for our Fall Festival as they have been in past years.

Mayor Pro Tem Whitmore said his comments will be directed to the citizens of this great city. He said I've been on council for almost nine years and within those nine years span, I have represented the city in a wonderful way. I raised some hard questions during the budget process and if you notice at the last meeting, none of those questions

that I asked weren't even brought forward to have additional discussion, so I am outraged about that. But I will continue to ask those questions, because you as the citizens have a right to know and the questions that were never answered was dealing with salaries in the City of Fairburn. Astronomically high salaries, but no explanation was given during that process, so yes, it is frustrating. Also, I want to mention the millage rate, now you notice we did not approve a millage rate because we had 35% that was going into the reserve which didn't need to be that high. I am the one that said we should look at not approving that millage rate and I told the mayor when he called me, I would not vote for it. The City Administrator sent a memo that he has hired a legal firm to review last Public Hearing, but we can't seem to get an outside investigation.

Council Member Hudson said she is excited to announce that she has started the intense training at Regional Leadership Institute with ARC. She chose that because she wanted to understand how Fairburn looked from a regional aspect. She looks forward to bringing back things she learns and working with ARC and being a Regional Leader at the table to make sure Fairburn gets its share of the pie. She congratulated our Hispanic community, this is your time to shine, happy Hispanic month. She wants to invite our residents to lock in with her at Civic in the City, which is an online virtual feedback platform that she hosts every month. She asked Administration to make sure for 10-14 council meeting that she is plugged in virtually. She made an announcement that your councilwoman will be jumping the broom, and she will be out of the country. She wants to make sure the residents are active, coming to council and putting your concerns on record. No more will she ask for a request for transparency, today there is a demand for transparency.

Council Member Smallwood thanked everyone for coming and congratulated the youth, that was a great showing and said Ms. Payne does a great job and is a former track star herself, so it's amazing to see her transfer that to the youth. He congratulated Deannia Ray on her accomplishment because you work hard and have been diligently at this for some time, so I appreciate you. You are always professional, always doing the work, congratulations. He said kudos for the election staff, and said they came to his house looking for his daughter to register to vote. They are looking at the young people to get them registered to vote. He also welcomed Ms. Billingsley for joining our team and he saluted Mr. Lester Thompson because he makes sure the developers are doing what they need to do.

Mayor Avery thanked staff and Open Word Ministries for the great homegoing service of Dr. D'Avante Parks. As his wife puts it, it was a funeral for a King. He said that honor was given by staff, the fire department, and police department. The church was at capacity, he was a great man. The Fairburn Fall Festival is two Saturdays from now. He thanked Nancy Sanchez for all that she does to ensure that the Hispanic community has a voice, who we honored at the Hispanic Third Friday. He thanked the Youth Council who he's looking forward to being a great part of the Fairburn Fall Festival, they will be shadowing staff. The Art in the Alley was beautiful, it was amazing and thanked city staff for all the work they do. He thanked Mr. Berry in the Recreation Department for

doing the programs, activities, and trips they are doing with the seniors. Our Recreation Department is making a mark in the City of Fairburn.

XIV. Adjournment:

Council Member Hudson made a motion to adjourn the meeting at 8:30 p.m. Council Member Smallwood provided the second. **The motion carried unanimously.**

Brenda James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Meadow Glen Village - Rezoning

ITEM TYPE: Ordinance

SUBMITTED: 10/06/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 10/14/2024

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For the Mayor and City Council to review the proposed rezoning and concurrent variance request for the Meadow Glen Village proposal.

HISTORY:

Property Owner: White Brookwood LLC

Applicant: Portman Residential, LLC

Property Location: Highway 74/Senoia Road and Meadow Glen Parkway., Parcel No. 09F020100121014 (a portion of) and Parcel #09F070000271062 (collectively, the "Application")

The subject parcel is located in the area designated as "commercial" in the original master plan for the Meadow Glen community. The development was annexed into the City of Fairburn in 1998, subsequently zoned as Planned Development for single family units, multifamily, commercial, and industrial areas.

FACTS AND ISSUES:

The applicant is requesting approval to amend and rezone a portion of the Master Planned Development (PD) zoning district of Meadow Glen, in lieu of the commercial development proposed on the property in the 1998 ordinance. The current proposal is to develop a mixed-use community on this portion of the property, including a maximum of 12,000 sf retail, office, institutional and personal service use, and 364 multifamily units.

In accordance with Section 80-251, the applicant submitted a request for a concurrent variance to reduce the required parking from 2.0 spaces per dwelling unit to 1.5 spaces per dwelling unit and to reduce required parking for restaurant use from 1 space per 100 square feet to 1 space per 150 square feet, Sec. 80-337.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of the concurrent variance and the rezoning request with the enclosed conditions listed in the proposed ordinance. The rezoning request conforms with the Future Development Map, which designates the site as Highway Mixed Use.

ATTACHMENTS:

1. Site Plan_Amendment to Meadow Glen
2. Meadow Glenn Village_Full Application
3. Planning and Zoning Commission Report_Meadow Village_ Staff Report_
4. Rezoning Ordinance

Jessica L. Hill
D 404.885.3925
jessica.hill@troutman.com

September 24, 2024

VIA EMAIL

City of Fairburn Department of Planning and Zoning
Attn: Ms. Denise Brookins, Planning and Zoning Director

**RE: Rezoning and Concurrent Variance Application for Meadow Glen Project on
Fulton County Tax Parcel #09F020100121014 (a portion of) and
Tax Parcel #09F070000271062 (collectively, the "Application")**

Dear Denise:

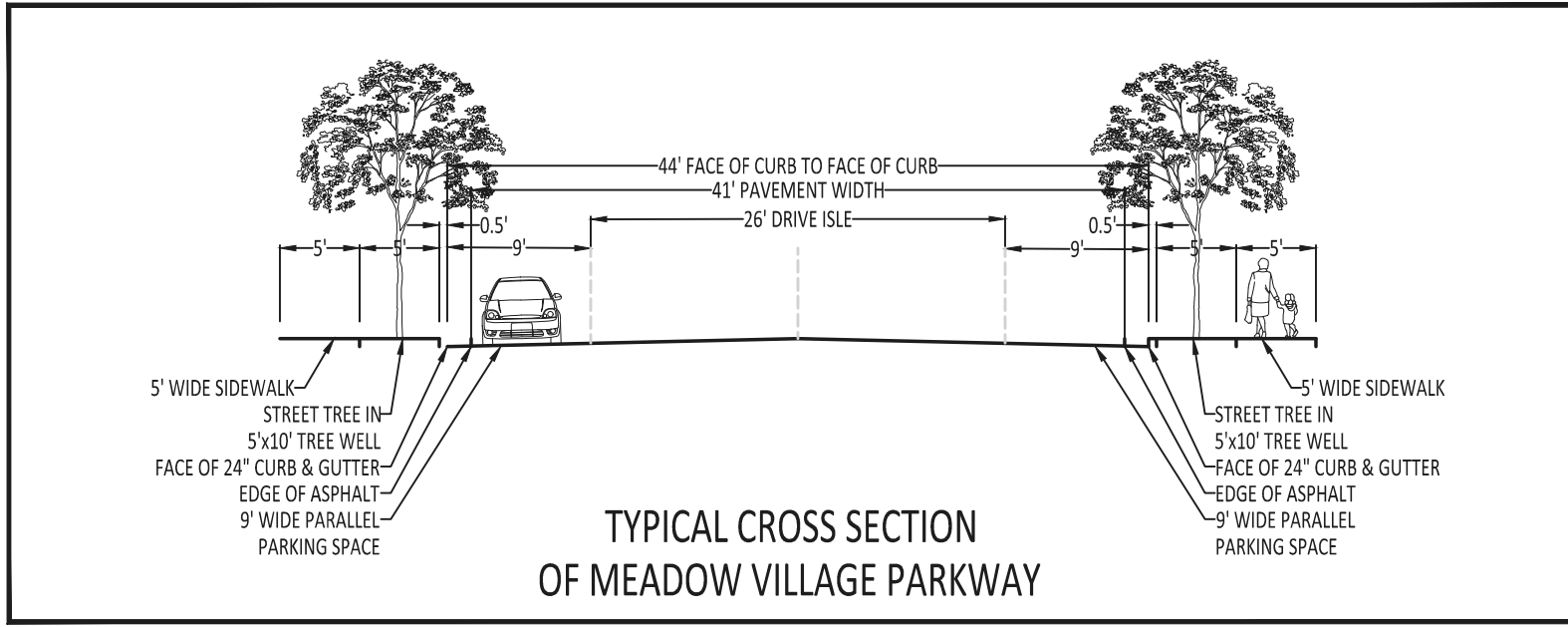
Enclosed is a revised site plan that (1) provides for a maximum of four stories on all buildings except building 8 which has a three story maximum and (2) consolidates the project data calculations into one chart instead of two. Please amend the application with the enclosed site plan.

Sincerely yours,



Jessica L. Hill

Enclosure



SITE DATA
 CURRENT OWNERS: 3 PATAS REAL ESTATE INVESTMENTS LLC
 2048 FAIRHAVEN CIR NE
 ATLANTA, GA 30305
 404-784-9258

DEVELOPER: PORTMAN RESIDENTIAL, LLC
 303 PEACHTREE CENTER AVE NE, SUITE 575
 ATLANTA, GEORGIA 30303
 404-934-0293

DESIGNER: SUMMIT ENGINEERING CONSULTANTS, INC.
 6250 MILLEN ROAD, SUITE 100
 ALPHARETTA, GA 30005
 770-667-0094

SITE ACREAGE:
 MULTI-FAMILY AREA (SOUTH): 16.01 ACRES
 MULTI-FAMILY AREA (NORTH): 2.95 ACRES
 TOTAL MULTI-FAMILY AREA: 18.96 ACRES
 COMMERCIAL / OFFICE / INSTITUTIONAL AREA: 4.18 ACRES
 TOTAL ACREAGE: 23.14 ACRES

IMPERVIOUS AREA:
 TOTAL MULTI-FAMILY AREA: 11.63 ACRES 61%
 COMMERCIAL / OFFICE / INSTITUTIONAL AREA: 2.5 ACRES 60%

ZONING:
 CURRENT ZONING: PD (PLANNED DEVELOPMENT)
 PROPOSED ZONING: PD (ALTERED CONDITIONS)

COMMON AREA:
 AREA REQUIRED: 550 SF / UNIT = 364 X 550 = 200,200 SF
 AREA PROVIDED: 221,000 SF (AS SHOWN)

NOTE: 25% OF THE TOTAL SITE AREA IS TO BE COMMON OUTDOOR AREA. THE DEVELOPMENT COMPLIES WITH THIS REQUIREMENT.

UNIT INFORMATION:
 PROPOSED MULTI-FAMILY UNITS: 364 TOTAL UNITS
 PROPOSED MULTI-FAMILY DENSITY: 364 UNITS / 18.96 ACRES = 19.2 UNITS / ACRE

MAXIMUM BUILDING HEIGHT: 48 FEET
MAXIMUM # OF STORIES: 4 STORIES (ALL BUILDINGS EXCEPT BUILDING 8)
NOTE: BUILDING 8 IS TO HAVE A MAXIMUM OF 3 STORIES

PROPOSED COMMERCIAL / OFFICE / INSTITUTIONAL SF: 12,000 SF

SETBACKS:
 MULTI-FAMILY (SOUTH) SETBACKS: AS SHOWN ON PLAN WITH NO INTERNAL SETBACKS
 COMMERCIAL / OFFICE / INSTITUTIONAL AREA SETBACKS:
 FRONT: 50 FEET & 35 FOOT LANDSCAPE BUFFER
 SIDE: 30 FEET
 REAR: AS SHOWN ON PLAN WITH NO INTERNAL SETBACKS

MULTI-FAMILY (NORTH) SETBACKS:
 FRONT: 20 FEET
 SIDE: 30 FEET
 REAR: 20 FEET

NOTE: THERE ARE NO REQUIRED LANDSCAPE STRIPS UNLESS OTHERWISE SHOWN ON THIS PLAN.

MULTI FAMILY PARKING:
 REQUIRED PARKING: 2.0 SPACES PER UNIT
 PROVIDED PARKING: 2.5 SPACES PER UNIT (CONCURRENT VARIANCE)

COMMERCIAL / OFFICE / INSTITUTIONAL AREA PARKING:
 OFFICE REQUIRED PARKING: 1 SPACE PER 250 SF or 1 PER 300 SF
 RETAIL / PERSONAL SERVICE REQUIRED PARKING: 1 SPACE PER 200 SF
 RESTAURANT / INDOOR RECREATION / ASSEMBLY REQUIRED PARKING: 1 SPACE PER 100 SF

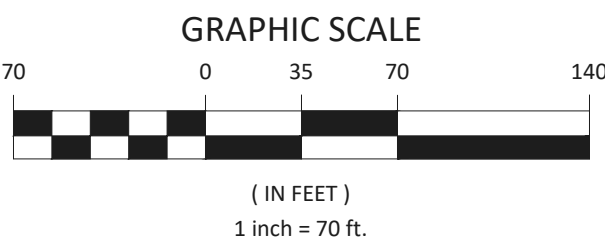
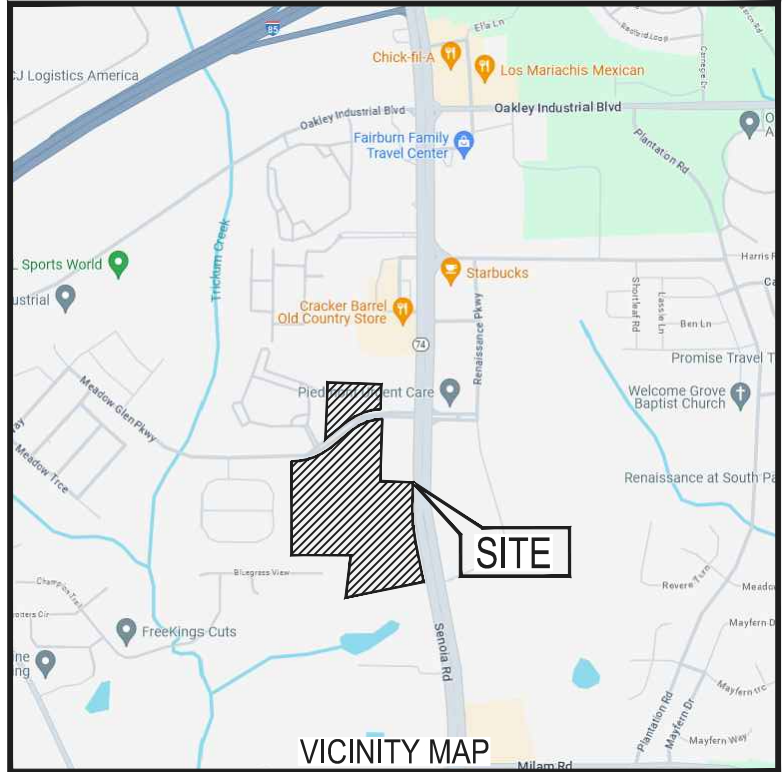
OFFICE PROVIDED PARKING:
 1 SPACE PER 250 SF or 1 PER 300 SF
 RETAIL / PERSONAL SERVICE PROVIDED PARKING: 1 SPACE PER 200 SF
 RESTAURANT / INDOOR RECREATION / ASSEMBLY PROVIDED PARKING: 1 SPACE PER 150 SF (CONCURRENT VARIANCE)

NOTE: NO NEW PUBLIC ROADS ARE PROPOSED. ALL ROADS SHOWN ARE TO BE PRIVATELY OWNED AND MAINTAINED.

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN 200 FEET OF JURISDICTIONAL WATERS. NO STREAMS AND ASSOCIATED REQUIRED BUFFERS ARE REQUIRED.

WETLANDS DO EXIST ON SITE AS SHOWN.

FLOOD PLAIN: THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS SHOWN ON F.I.R.M. COMMUNITY PANEL NUMBER 13121C 0462F, EFFECTIVE ON 9/18/2013.



Summit
 Engineering Consultants, Inc.
 6250 Milen Road, Suite 100
 Alpharetta, Georgia 30005
 (770) 667-0094

PORTMAN RESIDENTIAL
 303 Peachtree Center Ave NE
 Suite 575
 Atlanta, Georgia 30303

No	Date	Revision	Schedule
1	8/7/24		
2	8/19/24		

Project No. S-23-017

Design By: CHH

Drawn By: DSJ

Checked By: CHH

Date: 7/2/24

Scale: 1" = 70'

ZONING SITE PLAN
 MEADOW GLEN VILLAGE
 LAND LOTS 12 & 27 - DISTRICT 9F
 CITY OF FAIRBURN
 FULTON COUNTY, GEORGIA

Drawing No.
 1 of 1

S-23-017zon.dwg

Jessica L. Hill
D 404.885.3925
jessica.hill@troutman.com

August 13, 2024

VIA EMAIL

City of Fairburn Department of Planning and Zoning
Attn: Ms. Denise Brookins, Planning and Zoning Director

**RE: Rezoning and Concurrent Variance Application for Meadow Glen Project on
Fulton County Tax Parcel #09F020100121014 (a portion of) and
Tax Parcel #09F070000271062 (collectively, the "Application")**

Dear Denise:

Enclosed are the following revised items to amend the above captioned rezoning and concurrent variance application:

- Legal description reflecting a site area of 23.14 acres;
- Letter of intent;
- Impact analysis;
- Public participation plan report;
- Site plan;
- Color concept plan
- Traffic study; and
- Georgia law required appeal rights reservation.

The updated materials reflect a reduction in the site area to 23.14 acres, the addition of a third use to meet the PD district requirements, the deceleration lanes required and preliminary comments from Fairburn staff regarding traffic, water and sewer. Please amend the application with the enclosed materials.

Sincerely yours,



Jessica L. Hill

LEGAL DESCRIPTION

LEGAL DESCRIPTION

PROPERTY DESCRIPTION (TRACT A)

All that tract or parcel of land lying and being in Land Lots 12 & 27, 9F District, City of Fairburn, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a capped rebar found "LSF #00538" at the intersection of the Southerly Right-of-Way Line of Meadow Glen Parkway, (apparent 80 feet wide public right-of-way) and the Westerly Right-of-Way Line of Georgia State Route 74 (a.k.a. Senoia Road), (apparent variable width public right-of-way) as per GDOT Right-of-Way Plans - Project No. CSNHS-0007-00(841); thence, leaving said point and running with the said line of Meadow Glen Parkway, North 87° 39' 47" West, 234.40 feet; thence, 30.63 feet along the arc of a curve deflecting to the left, having a radius of 410.00 feet and a chord bearing and distance of North 89° 48' 13" West, 30.62 feet to a capped rebar found "LSF #00538", being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and the said line of Meadow Glen Parkway and running

1. South 01° 57' 51" West, 503.16 feet; thence,
2. North 87° 39' 47" West, 45.99 feet; thence,
3. South 01° 57' 51" West, 349.63 feet; thence,
4. South 87° 39' 47" East, 325.07 feet to a point on the aforesaid line of Georgia State Route 74; thence, running with the said line of Georgia State Route 74
5. 138.11 feet along the arc of a curve deflecting to the left, having a radius of 1,473.60 feet and a chord bearing and distance of South 08° 38' 43" East, 138.06 feet; thence,
6. South 11° 19' 49" East, 325.77 feet to a 1/2 inch rebar found; thence,
7. South 78° 39' 15" West, 643.47 feet; thence,
8. North 06° 57' 23" East, 343.98 feet to a 1/2 inch rebar found inside of a 1 inch open top pipe; thence,
9. North 89° 45' 39" West, 482.14 feet to a 1/2 inch rebar found; thence,
10. North 00° 18' 11" East, 759.04 feet to a point on the aforesaid line of Meadow Glen Parkway; thence, running with the said line of Meadow Glen Parkway
11. 334.87 feet along the arc of a curve deflecting to the left, having a radius of 490.00 feet and a chord bearing and distance of North 70° 43' 14" East, 328.39 feet; thence,
12. North 51° 08' 34" East, 230.75 feet; thence,
13. 264.15 feet along the arc of a curve deflecting to the right, having a radius of 410.00 feet and a chord bearing and distance of North 69° 35' 59" East, 259.60 feet to the Point of Beginning, containing 879,386 square feet or 20.1880 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

LEGAL DESCRIPTION

PROPERTY DESCRIPTION (TRACT D)

All that tract or parcel of land lying and being in Land Lots 12 & 27, 9F District, City of Fairburn, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northerly Right-of-Way Line of Meadow Glen Parkway, (apparent 80 feet wide public right-of-way) and the Westerly Right-of-Way Line of Georgia State Route 74 (a.k.a. Senoia Road), (apparent variable width public right-of-way) as per GDOT Right-of-Way Plans – Project No. CSNHS-0007-00(841); thence, leaving said point and running with the said line of Meadow Glen Parkway, South 87° 39' 28" West, 233.88; thence, 46.69 feet along the arc of a curve deflecting to the left, having a radius of 490.00 feet and a chord bearing and distance of South 89° 33' 47" West, 46.67 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Meadow Glen Parkway

1. 305.48 feet along the arc of a curve deflecting to the left, having a radius of 490.00 feet and a chord bearing and distance of South 68° 58' 26" West, 300.55 feet; thence,
2. South 51° 13' 21" West, 212.63 feet; thence, leaving the aforesaid line of Meadow Glen Parkway and running
3. North 02° 20' 32" East, 456.65 feet; thence,
4. South 88° 01' 50" East, 434.79 feet; thence,
5. South 01° 58' 10" West, 200.44 feet to the Point of Beginning, containing 128,646 square feet or 2.9533 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

LETTER OF INTENT

**REZONING APPLICATION
[LETTER OF INTENT]**

Dear City of Fairburn:

Portman Residential proposes a zoning amendment on an approximately 22-acre site located on the west side of Highway 74/Senoia Road and on the south side of Meadow Glen Parkway. The property is currently zoned PD as part of a larger project pursuant to Ordinance No. 98-07, adopted in 1998. A portion of the property zoned in the 1998 ordinance has been developed with residential uses, however, the subject property has remained undeveloped. In lieu of the commercial development proposed on the property in the 1998 ordinance, the current proposal is to develop a mixed-use community on this portion of the property including a maximum of 12,000 of retail, office, institutional and personal service use, and 364 multifamily units.

Listed below are the proposed development standards for the subject property:

1. The number of residential units on the property shall not exceed 20 units per acre or 364 units, whichever is less.
2. A maximum of 364 multifamily dwelling units shall be permitted.
3. A maximum of 12,000 square feet of nonresidential development shall be permitted. Nonresidential development shall be limited to the area with frontage on State Route 74.
4. Automobile, boat and motorcycle dealers (new and/or used), automotive exhaust system repair shop, general automotive repair, automotive transmission repair shops and gasoline service stations shall be prohibited.
5. No minimum lot frontage shall be required.
6. The minimum heated floor area per residential unit shall be 600 square feet.
7. The number of three (3) bedroom multifamily units shall be limited to no more than ten percent (10%) of the total number of units.
8. The project shall include an amenity package for the residential units including a clubroom and pool.
9. Exterior materials on the residential units shall include a minimum of thirty percent (30%) brick or stone and forty percent (40%) stone or other cementitious materials. Vinyl siding and veneers are prohibited.
10. All roof mount equipment shall be screened from the public rights-of-way.
11. Each single family attached dwelling unit (townhome) shall include an individual garage.
12. A minimum of eight alternative fuel vehicle charging stations shall be provided on the property.
13. A deceleration lane on the northern boundary of Meadow Glen Parkway shall only be required if that portion of the property is improved with dwelling units.

Sincerely,



Marc Brambrut

IMPACT ANALYSIS



IMPACT ANALYSIS

Applicant: _____

Analyze the impact of the proposed rezoning and answer the following questions:

1. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? _____

2. Does the proposal adversely affect the existing use or usability of adjacent or nearby property? _____

3. Does the property have a reasonable economic use as currently zoned? _____

4. Will the proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? _____

5. Is the proposal in conformity with the policies and intent of the land use plan? _____

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal? _____

7. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of Fairburn? _____

Attach additional sheets as needed.

IMPACT ANALYSIS

Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The use and development of adjacent and nearby property is a mix of residential and commercial uses. Along highway 74 the uses are primarily commercial south of the I-85 intersection and include drive through, quick serve and sit down restaurants, gas stations, storage, a funeral home, a learning academy, retail and auto related uses. West of the property is a mix of single family dwellings and multifamily apartment homes. The proposal will add a mixed use development with multifamily dwellings and nonresidential uses including commercial, office and/or institutional use. The proposed use is consistent with the other existing uses located on adjacent and nearby properties.

Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

The proposed development locates the more intense development with nonresidential use along the Highway 74 frontage and then provides residential use on the balance of the property. This orientation complements the other commercial uses along Highway 74, preserving the commercial character of that frontage. Further, the residential use proposed is situated in a way to provide a transition from the busy Highway 74 corridor to the residential uses west of the subject property. A landscape buffer is proposed between the property and the adjacent residential development to the west to further mitigate any potential impact. The proposal fits within the existing development fabric and will not adversely affect the existing use and usability of adjacent or nearby property.

Does the property have a reasonable economic use as currently zoned?

The vacant state of the property since the zoning approval in 1998 suggests the current zoning does not have a reasonable economic use or that the use is impaired. Changing the zoning entitlements from an all commercial development to a mixed use project will create a more economically viable project.

Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

A traffic study conducted to assess the impact of the project determined the road network currently has excess vehicular capacity to accommodate the proposed development. A trip generation comparison was performed to compare the proposed mixed-use development with the all commercial development allowed by the current development. The proposed mixed-use development is much less intense than the by right option. The all commercial

by right plan will generate significantly more trips than the proposed plan in the AM peak hour, the PM peak hour and over a 24 hour period. No excessive or burdensome impact on existing streets or transportation facilities is expected.

All necessary utilities are currently available to the property. No adverse impact on the existing utilities is expected based on the project scope.

Allowing a residential use on the property will have some impact on schools but the impact is not expected to be burdensome. Multifamily use typically does not have many school aged children residents due to the dwelling unit sizes and development form. Further, the number of three-bedroom apartments in the development will be limited which will minimize the number of families interested in living in the project.

Is the proposal in conformity with the policies of the land use plan?

The City of Fairburn Future Land Use Map locates the property within in the Highway Mixed-Use District. The proposed development provides a mixture of retail, restaurants/cafes and multifamily housing, all of which are designated “appropriate land uses” under the land use plan in the Highway Mixed-Use District. Further, the proposal is consistent with other stated goals in the land use plan, particularly around Highway 74. Specifically:

- The proposal is consistent with community goals of building passive recreation park close to Highway 74
- The proposed development includes an opportunity for sit-down restaurants to be located along Highway 74. Outdoor restaurant patios are being provided with direct access to greenspace, providing patrons and their children the opportunity to play while waiting for a table or after dining.
- The project includes a commercial component along the Highway 74 frontage that provides goods and services to nearby residents and those utilizing the highway, creating a gateway to the city from the south.
- A live/work/play design is incorporated into the project.

Are there existing or changing conditions that affect the use of development of the property which support either approval or denial of the proposal?

The Highway 74 corridor is in a time of transition. The subject property has been vacant since the 1998 approval of the zoning allowing commercial use. In 2022, the City of Fairburn approved a rezoning immediately across Highway 74 from the property to rezone from C-2 to PD to allow 288 multifamily units and 4,000 square feet of retail and reduce required parking from two spaces per unit to 1.5 spaces per unit (Rezoning 2022045). The change in zoning requested will allow a complementary project to be developed across the street, creating a

cohesive development pattern in this bloc. The change from C-2 to a PD for a mixed use project immediately across the street creates a change in conditions supporting this proposal.

Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of Fairburn?

No environmental features have been identified on the property. The development proposed is not expected to be environmentally adverse to the natural resources, environment and citizens of the City of Fairburn. The proposal adds to the residential and commercial uses that already exist in the area and complements the existing mix of uses in the development pattern in the broader area.

CONCURRENT VARIANCE RESPONSE

In accordance with Section 80-251, a concurrent variance is requested to reduce required parking from (i) 2.0 spaces per dwelling unit to 1.5 spaces per dwelling unit and (ii) to reduce required parking for restaurant use from 1 space per 100 square feet to 1 space per 150 square feet. Granting a variance requires a showing meeting one of the three following requirements: (1) relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or (2) the application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its lot size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or (3) conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road. This proposal meets the first criteria.

The zoning ordinance requires two parking spaces per dwelling unit, however, multifamily developments in this market and similar markets typically demand parking of 1.5 spaces or fewer per unit. Demonstrating this demand, a variance was granted in 2022 for the proposed multifamily residential use by South City Partners at 0 Renaissance Parkway, located immediately across the street from the property.

Similarly, the applicant proposes to have a mix of retail and restaurant uses and park them at 6 spaces per 1,000 square feet. This parking ratio is commensurate with other similar developments, such as 8030 Senoia Road located across the street and including 80 parking spaces for 13,200 square feet (i.e., 6 spaces per 1,000sf). Further 7794 Ella Lane contains 11,020 square feet and 57 parking spaces (i.e., 5 spaces per 1,000sf).

The requested reductions are consistent with market demands. The reductions would also reduce the amount of surface parking and paving included in the development, improving the visual aesthetic. The reduction proposed is in harmony with the general purpose and intent of the zoning ordinance and generally benefits the public good and welfare.

PUBLIC PARTICIPATION PLAN REPORT

PUBLIC PARTICIPATION PLAN REPORT

Applicant: Portman Residential, LLC Petition No. _____

Date: _____

1. The following parties were notified of the requested rezoning/use permit:

Attached is a list of the property owners notified regarding the applications. Property owners within 1,000 feet of the

property were notified. Also attached is the notification letter providing the meeting details.

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

Virtual meetings were held using Microsoft Teams on June 25, 2024 and July 23, 2024.

3. The following issues and concerns were expressed:

Each meeting only had one attendee. At the June 25th meeting the attendee did not have any questions or concerns about

the project and was attending for information purposes. At the July 23rd meeting, the attendee was a representative from South

City Partners, the developer of the mixed use project across the street. He did not have any issues or concerns.

4. The applicant's response to issues and concerns was as follows:

N/A

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.

ParcelID	Address	Owner	OwnerAddr1	OwnerAddr2
09F070000271070	900 MEADOW GLEN CIR	PATRICIAN CF LLC	8027 JEFFERSON HWY	BATON ROUGE LA 70809
09F020100120628	2024 MEADOW GLEN CIR	TAH 2017 2 BORROWER LLC	1508 BROOKHOLLOW DR	SANTA ANA CA 92705
09F020100121022	8335 SENOIA RD	AMSDOLL STORAGE VENTURES 52 LLC	20445 EMERALD PARKWAY DR STE 220	CLEVELAND OH 44135
09F010000123665	8315 CHAMPION TRL	SMART MILLS MONICA	8315 CHAMPION TRL	FAIRBURN GA 30213
09F020100120354	1016 MEADOW GLEN CIR	TORRES LUZ A	1016 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120933	3024 MEADOW GLEN PASS	CHAMPION BERNARD	3024 MEADOW GLEN PASS	FAIRBURN GA 30213
09F020100120792	1005 MEADOW GLEN CIR	SMITH CHATTAM III & FRIESON LEONA L	1005 MEADOW GLEN CIR	FAIRBURN GA 30213
09F0100001236970	5925 BLUEGRASS VIEW	ROTHERHAM TODD M & KIM Y	4764 SUNSHINE AVE	SANTA ROSA CA 95409
09F020100120859	1033 MEADOW GLEN CIR	BUTLER TRENECIA S	1033 MEADOW GLEN CIR	FAIRBURN GA 30213
09F070300320304	7940 SENOIA RD	WADE PROPERTIES LLC	7490 CLUBHOUSE RD	BOULDER CO 80301
09F070300260450	0 SENOIA RD	BISHOP KAMMERER LLC	7475 ROSWELL RD	ATLANTA GA 30328
09F020100120438	1048 MEADOW GLEN CIR	LEWIS EDWARD L & CATHERINE	1048 MEADOW GLEN CIR	FAIRBURN GA 30213
09F010000124085	0 CHAMPION TRL	BOHANNON ROAD LLC	P O BOX 420367	ATLANTA GA 30342
09F020200130063	0 MILAM RD SUITE 100	FAIRBURN SHOPS LLC	131 GULF BRIDGE LN NW	SUNNYSIDE FL 32461
09F020100120966	3012 MEADOW GLEN PASS	WILLIAMS TERETTA	3012 MEADOW GLEN PASS	FAIRBURN GA 30213
09F020100120735	3025 MEADOW GLEN PASS	RAMIREZ ALEX & RADOLFO A	3025 MEADOW GLEN PASS	FAIRBURN GA 30213
09F020100120651	2036 MEADOW GLEN CIR	VELEZ GLORIA A	2036 MEADOW GLEN CIR	FAIRBURN GA 30213
09F070000260628	0 SENOIA RD	DEVELOPMENT AUTHORITY OF FULTON COUNTY	3715 NORTHSIDE PKY STE I-310	ATLANTA GA 30327
09F020100120594	2012 MEADOW GLEN CIR	V E PROPERTIES LLC	378 EBENEZER CHURCH RD	FAYETTEVILLE GA 30215-5208
09F010000123772	5904 BLUEGRASS VIEW	2018 1 IH BORROWER LP	1717 MAIN ST STE 2000	KENSAL ND 58455-0607
09F010000123830	5872 BLUEGRASS VIEW	BOYD MIA	5872 BLUEGRASS VW	FAIRBURN GA 30213
09F020100120545	1092 MEADOW GLEN CIR	2018 4 IH BORROWER LP	1717 MAIN ST STE 2000	DALLAS TX 75201
09F010000123632	8303 CHAMPION TRL	KOROMA ABU BAKARR KOROMA CYNTHIA	8303 CHAMPION TRL	FAIRBURN GA 30213
09F010000123863	5881 BLUEGRASS VIEW	SFR JV 2 PROPERTY LLC	PO BOX 15087	SANTA ANA CA 92735
09F010000114094	0 TROTTERS CIR	BOHANNON ROAD LLC	P O BOX 420367	ATLANTA GA 30342
09F020100120461	1060 MEADOW GLEN CIR	CHAPPELL PEARL & DORIS	1060 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120321	1004 MEADOW GLEN CIR	RAMDULAR NEIL & REBECCA	1004 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120826	1017 MEADOW GLEN CIR	CARTER DELLA	1017 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100121014	0 MEADOW GLEN CIR	WHITE BROOKWOOD LLC	450 ROCKWELL CHURCH RD NE	WINDER GA 30680
09F020100121170	0 SENOIA RD	CITY OF FAIRBURN GEORGIA	56 MALONE ST	FAIRBURN GA 30213
09F070300270343	7920 SENOIA RD	AB STAR PROPERTY LLC	5295 LAKE BEACH DR	DOUGLASVILLE GA 30135
09F010000123749	120 BELMONT TER	TOLSTOY GA LLC	853 BROADWAY FLOOR 5TH	NEW YORK NY 10033
09F010000124002	5937 BLUEGRASS VIEW	WYNN LISA M	5937 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120768	1073 MEADOW GLEN CIR	ARVM 5 LLC	5001 PLAZA ON THE LAKE SUITE 200	AUSTIN TX 78746
09F010000124051	8318 CHAMPION TRL	NGUYEN DAVID & TRAN LOAN T	8318 CHAMPION TRL	FAIRBURN GA 30213
09F070000270973	7995 SENOIA RD	MERCHANT CENTERS LLC & GUTHRIE RAVIN DEVELOPMENT LLC	P O BOX 599	FAYETTEVILLE GA 30214-0599
09F020100120149	0 SENOIA RD	OFCHUS KEVIN B OFCHUS SONYA D	1820 PEACHTREE ST NE #903	ATLANTA GA 30309
09F070300260427	8022 SENOIA RD	BARBARA G BROWN INVESTMENTS LLC ET AL	201 ALLEN RD # 300	ATLANTA GA 30328
09F020100120560	2000 MEADOW GLEN CIR	LUXOR SFR SPV 1 LLC	1114 AVENUE OF THE AMERICAS FLOOR 28TH	NEW YORK NY 10036
09F070300270368	7935 SENOIA RD	FAIRBURN 85 STORAGE LLC	3715 NORTHSIDE PKWY BLDG/STE 400 100	ATLANTA GA 30327
09F010000123806	5892 BLUEGRASS VIEW	HODGES JANELA	5892 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100121006	0 SENOIA RD	PARROTT TIMOTHY H & MARSHA	339 TRICKUM CREEK RD	TYRONE GA 30290-9705
09F020100120495	1072 MEADOW GLEN CIR	ROE DOROTHY J & BEATTY CHERAMIE	5 RAINBOW LN	AMITYVILLE NY 11701
09F010000123897	5893 BLUEGRASS VIEW	JONES ANTHONY & JONES RHONDA ALICIA	5893 BLUEGRASS VIEW	FAIRBURN GA 30213
09F010000123954	5917 BLUEGRASS VIEW	MC CAIN ARLICIA N	5917 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120917	1057 MEADOW GLEN CIR	EDWARDS BATISA	1057 MEADOW GLEN CIR	FAIRBURN GA 30213
09F070000279958	7975 SENOIA RD	875 WOODSTOCK LLC	2145 DULUTH HWY STE A	DULUTH GA 30097
09F010000123756	5912 BLUEGRASS VIEW	CALDERON MAIRA ARELY NOLASCO & NOLASCO NELSON A LINARES	5912 BLUEGRASS VW	FAIRBURN GA 30213
09F010000124010	5941 BLUEGRASS VIEW	HAUGHTON RACQUEL R	5941 BLUEGRASS VW	FAIRBURN GA 30213
09F020100120412	1040 MEADOW GLEN CIR	WARE CHRISTINE	1040 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120776	1077 MEADOW GLEN CIR	YAMASA CO LTD	P O BOX 4090	SCOTTSDALE AZ 85261
09F020100120719	3017 MEADOW GLEN PASS	HAWKINS AUGUSTUS SR & BRENDA	3017 MEADOW GLEN PASS	FAIRBURN GA 30213
09F010000124069	8314 CHAMPION TRL	DANCER ERIC A	8314 CHAMPION TRL	FAIRBURN GA 30213
09F020100120941	3020 MEADOW GLEN CIR	FKH SFR C1 LP	1850 PARKWAY PL STE 900	MARIETTA GA 30067
09F010000123699	105 BELMONT TER	FELDER JEREMY	105 BELMONT TER	FAIRBURN GA 30213
09F010000123814	5888 BLUEGRASS VIEW	SFR ASSETS OWNER LLC	8300 N MOPAC EXPRESSWAY STE 200	AUSTIN TX 78759
09F020100120578	2004 MEADOW GLEN CIR	BHOWMICK VIKASH	2004 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120529	1084 MEADOW GLEN CIR	SPRINGER CORBIN & DENNIS	1084 MEADOW GLN	FAIRBURN GA 30213
09F020200132937	0 SENOIA RD	MILAM VILLAGE LLC	136 HOOD ST STE C	MCDONOUGH GA 30253
09F020100121105	8100 SENOIA RD	CITY OF FAIRBURN GEORGIA	56 MALONE ST	FAIRBURN GA 30213
09F070300270483	8040 SENOIA RD UNIT 1B	CLG FAIRBURN LLC	1369 MONROE DR	MONROE GA 30655
09F010000114185	0 MEADOW GLEN WAY	KNIGHT GROUP THE	9497 THORNTON BLVD	JONESBORO GA 30236
09F010000124036	5949 BLUEGRASS VIEW	BAIER APRIL	5949 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120800	1009 MEADOW GLEN CIR	SFR XII ATL OWNER 6 L P	9200 E HAMPTON DR	CAPITAL HEIGHTS MD 20743
09F020100121097	8045 MEADOW GLEN CIR	LANE CREEK INVESTMENTS LLC	1280 SNOWS MILL RD	BOGART GA 30622
09F010000123988	5929 BLUEGRASS VIEW	PROGRESS RESIDENTIAL BORROWER 3 LLC	P O BOX 4090	SCOTTSDALE AZ 85261
09F010000123905	5897 BLUEGRASS VIEW	WASHINGTON BLAIR	5897 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120883	1045 MEADOW GLEN CIR	DIVVY HOMES WAREHOUSE II LLC	530 HOWARD ST STE 100	SAN FRANCISCO CA 94105
09F020100120743	3029 MEADOW GLEN PASS	BANKS MONIQUE & DASHAWN	3029 MEADOW GLEN PASS	FAIRBURN GA 30213
09F010000123723	135 BELMONT TER	GRACE RAYMOND L	135 BELMONT TER	FAIRBURN GA 30213
09F020100120388	1028 MEADOW GLEN CIR	GIBSON VICKIE	1028 MEADOW GLEN CIR	FAIRBURN GA 30213-4236
09F020100120974	3008 MEADOW GLEN CIR	BARNETT CHANTELL M	3008 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120685	3005 MEADOW GLEN PASS	YAMASA CO LTD	P O BOX 4090	SCOTTSDALE AZ 85261
09F020100120446	1052 MEADOW GLEN CIR	SWANN BERTHA M	1052 MEADOW GLEN CIR	FAIRBURN GA 30213
09F010000123780	5900 BLUEGRASS VIEW	HOUSTON SHAQUONZA & HOUSTON WAYNE ANTHONY	5900 BLUEGRASS VW	FAIRBURN GA 30213
09F020100121089	8055 MEADOW GLEN CIR	MEADOW GLEN PARTNERS LLC	1931 STRADELLA RD	LOS ANGELES CA 90077
09F020100120602	2016 MEADOW GLEN CIR	PACE CHRISTOPHER	2016 MEADOW GLEN CIR	FAIRBURN GA 30213-3136
09F010000123871	5885 BLUEGRASS VIEW	OPENDOOR PROPERTY TRUST I	5885 BLUEGRASS VW	FAIRBURN GA 30213
09F020100121212	8040 SENOIA RD UNIT 4B-2	FAIRBURN COMMONS LLC	3350 RIVERWOOD PKWY STE 450	ATLANTA GA 30339
09F010000123640	8307 CHAMPION TRL	WAQUOI PATIENCE	8307 CHAMPION TRL	FAIRBURN GA 30213
09F020100120479	1064 MEADOW GLEN CIR	EVANS CASSANDRA	1064 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100121154	8335 SENOIA RD	AMSDOLL STORAGE VENTURES 52 LLC	20445 EMERALD PARKWAY DR STE 220	CLEVELAND OH 44135
09F010000124044	8322 CHAMPION TRL	FKH SFR C1 LP	1850 PARKWAY PL STE 900	MARIETTA GA 30067
09F020100120339	1008 MEADOW GLEN CIR	SHARPE WILLIAM T	1008 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120891	1049 MEADOW GLEN CIR	ARMOUR WILLIE	1049 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120834	1025 MEADOW GLEN CIR	BRIDGES CASSANDRA J	1025 MEADOW GLEN CIR	FAIRBURN GA 30213
09F010000123921	5905 BLUEGRASS VIEW	SWINGER CHERYL B	5905 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120750	1069 MEADOW GLEN CIR	IH4 PROPERTY GEORGIA LP	950 NORTHPOINT PKWY	ALPHARETTA GA 30005
09F010000123731	130 BELMONT TER	SRMZ 3 LLC	5001 PLAZA ON THE LK STE 200	AUSTIN TX 78746
09F010000123996	5933 BLUEGRASS VIEW	JORDAN SHIRL	5933 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120396	1032 MEADOW GLEN CIR	PORTER RASCHELLE	1032 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120693	3009 MEADOW GLEN PASS	TREJO JOSE R	3009 MEADOW GLEN PASS	FAIRBURN GA 30213
09F020100120552	1096 MEADOW GLEN CIR	TLG HOLDINGS LLC	P O BOX 596	SHARPSBURG GA 30277

09F070300260419	8000 SENOIA RD	IH KRISTAL FAIRBURN LLC	201 ALLEN RD STE 300	ATLANTA GA 30328
09F020100120503	1076 MEADOW GLEN CIR	HOSEA CELICE	1076 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120867	1037 MEADOW GLEN CIR	HERNANDEZ SARA	1037 MEADOW GLEN CIR	FAIRBURN GA 30213
09F070300270236	0 SENOIA RD	CMSG INVESTMENTS LLC	3890 REDWINE RD SW STE 210	ATLANTA GA 30331
09F020100120636	2028 MEADOW GLEN CIR	SUTPHIN ANTHONY J	796 SACCO PL	BELLMORE NY 11710
09F070300270350	7925 SENOIA RD	WASH ME FAST FAIRBURN LLC	6320 HIGHWAY 5	DOUGLASVILLE GA 30135
09F020100120289	5796 LANDRUM RD	BULLOCK GEORGE F SR & BARBARA	5796 LANDRUM RD	FAIRBURN GA 30213-2812
09F010000123913	5901 BLUEGRASS VIEW	FKH SFR C1 LP	1850 PARKWAY PL STE 900	MARIETTA GA 30067
09F020100121162	0 SENOIA RD	PARROTT TIMOTHY H & MARSHA	339 TRICKUM CREEK RD	TYRONE GA 30290-9705
09F010000123673	8319 CHAMPION TRL	MC CORD ROMON	8319 CHAMPION TRL	FAIRBURN GA 30213
09F020100120925	3028 MEADOW GLEN PASS	GARCIA SERGIO & CARMEN HERMOSILLO	3028 MEADOW GLEN PASS	FAIRBURN GA 30213
09F010000123962	5921 BLUEGRASS VIEW	LUXOR SFR SPV 1 LLC	1114 AVENUE OF THE AMERICAS FLOOR 29TH	NEW YORK NY 10036
09F020100121220	0 MEADOW GLEN CIR	GARCIA HURFILIO GARCIA	726 SOUTH FAIRFIELD DR	PEACHTREE CITY GA 30269
09F010000123764	5908 BLUEGRASS VIEW	RH PARTNERS OWNERCO LLC	5001 PLAZA ON THE LK STE 200	AUSTIN TX 78746
09F020100120420	1044 MEADOW GLEN CIR	MARTINEZ ABEL	1044 MEADOW GLEN CIR	FAIRBURN GA 30213
09F010000124077	8306 CHAMPION TRL	DESRAVINES MACKLEEN & SPARKMAN DORYAN A	8310 CHAMPION TRL	FAIRBURN GA 30213
09F020100120958	3016 MEADOW GLEN PASS	ASHMON BAXTER	3016 MEADOW GLEN DR	FAIRBURN GA 30213
09F070000271062	0 MEADOW GLEN CIR	WHITE BROOKWOOD LIMITED LIABILITY CO	450 ROCKWELL CHURCH RD NE	WINDER GA 30680
09F020100120362	1020 MEADOW GLEN CIR	RAMCHARAN MICHAEL & ANNIE	1020 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120727	3021 MEADOW GLEN PASS	YENGLE MARIA I	3021 MEADOW GLENN PASS	FAIRBURN GA 30213
09F010000123707	115 BELMONT TER	ASSOCIATED PARTNERS LLC	3418 DEER LANE DR	TALLAHASSEE FL 32312
09F020100120669	2040 MEADOW GLEN CIR	SMITH PHYLLIS M	2040 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120537	1088 MEADOW GLEN CIR	ELDER LARRY & KIMBERLY	1088 MEADOW GLEN CIR	FAIRBURN GA 30213
09F010000123848	5873 BLUEGRASS VIEW	STROZIER ANTHONY W	5873 BLUEGRASS VIEW	FAIRBURN GA 30213
09F070300260443	0 SENOIA RD	BISHOP KAMMERER II LLC	7475 ROSWELL RD	ATLANTA GA 30328
09F070300260476	8040 SENOIA RD UNIT 1A	DEVELOPMENT AUTHORITY OF FULTON COUNTY	3715 NORTHSIDE PKY STE I-310	ATLANTA GA 30327
09F020100120511	1080 MEADOW GLEN CIR	SMITH TJUANA TAVARES	1080 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120875	1041 MEADOW GLEN CIR	JOHNSON MAURICE	1041 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120644	2032 MEADOW GLEN CIR	DENHAM SHANNON A	2032 MEADOW GLEN CIR	FAIRBURN GA 30213
09F010000123855	5877 BLUEGRASS VIEW	MILLS MELISSA L	5877 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120313	1000 MEADOW GLEN CIR	PEREDES LUSI G & CHICAS HECTOR M	1000 MEADOW GLEN CIR	FAIRBURN GA 30213
09F070000270999	7915 SENOIA RD	PEACHTREE LANDING GARDENS LP	999 WATERSIDE DR STE 2300	NORFOLK VA 23510
09F010000123681	8323 CHAMPION TRL	ALTO ASSET COMPANY 1 LLC	5001 PLAZA ON THE LK STE 200	AUSTIN TX 78746
09F010000123947	5913 BLUEGRASS VIEW	GEMES KATRINA A	5913 BLUEGRASS VW	FAIRBURN GA 30213
09F020100120818	1013 MEADOW GLEN CIR	LESLIE JAMES	P.O. BOX 592	TYRONE GA 30290
09F020100120982	3004 MEADOW GLEN PASS	COLFIN AI GA 1 LLC	8665 E HARTFORD DR STE 200	SCOTTSDALE AZ 85255
09F070300273487				
09F020100120370	1024 MEADOW GLEN CIR	2014 2 IH BORROWER L P	901 MAIN ST STE 4700	DALLAS TX 75202
09F070000279982	7995 SENOIA RD	CBOCS	307 HARTMANN DR	LEBANON TN 37087
09F010000123715	125 BELMONT TER	ROUNDTREE ALCANA A	125 BELMONT TER	FAIRBURN GA 30213
09F020100120677	1021 MEADOW GLEN CIR	CAMERON DELABIA L	1021 MEADOW GLEN CIR	FAIRBURN GA 30213
09F070300260435	0 SENOIA RD	GARCIA MARICELA GARCIA	726 S FAIRFIELD DR	PEACHTREE CITY GA 30269
09F020100120610	2020 MEADOW GLEN CIR	PLEHN NHORA M	145 EDMONDSON WAY	FAYETTEVILLE GA 30214
09F020100121204	8040 SENOIA RD UNIT 4B-1	OCF FAIRBURN LLC	1922 PROFESSIONAL CIR STE 100	AUBURN AL 36830
09F010000123798	5896 BLUEGRASS VIEW	BROWN KEISHA T	5896 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100121048	0 LANDRUM RD	AMSDELL STORAGE VENTURES 52 LLC	20445 EMERALD PARKWAY DR STE 220	CLEVELAND OH 44135
09F010000123889	5889 BLUEGRASS VIEW	MC CARTHNEY MACK & MARGARET	5889 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120487	1068 MEADOW GLEN CIR	PROGRESS RESIDENTIAL BORROWER 11 LLC	P O BOX 4090	SCOTTSDALE AZ 85261
09F010000123657	8311 CHAMPION TRL	US SFE ASSET COMPANY 2 LLC	8300 N MOPAC EXPRESSWAY # 200	AUSTIN TX 78759
09F020100121113	8140 SENOIA RD	CITY OF FAIRBURN GEORGIA	56 MALONE ST	FAIRBURN GA 30213
09F020100120347	1012 MEADOW GLEN CIR	COLON VIVIAN	1012 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120909	1053 MEADOW GLEN CIR	PORTER BERYL RODERICK	1053 MEADOW GLEN CIR	FAIRBURN GA 30213
09F020100120784	1001 MEADOW GLEN CIR	MAYS CAANDI G	1001 MEADOWS GLEN CIR	FAIRBURN GA 30213
09F070000279974	0 SENOIA RD	875 WOODSTOCK LLC	2145 A DULUTH HIGHWAY 120	DULUTH GA 30097-4007
09F010000123939	5909 BLUEGRASS VIEW	FRANCOIS MICHELLE	5909 BLUEGRASS VW	FAIRBURN GA 30213
09F020100120842	1029 MEADOW GLEN CIR	QUARLES JAMES H & JOYCE	1029 MEADOW GLEN CIR	FAIRBURN GA 30313
09F020100120404	1036 MEADOW GLEN CIR	HOME SFR BORROWER II LLC	1110 STRAND ST STE 2A	CHRISTIANSTED 00820
09F010000124028	5945 BLUEGRASS VIEW	PROGRESS RESIDENTIAL BORROWER 17 LLC	PO BOX 4090	SCOTTSDALE AZ 85261
09F020200130436	5650 MILAM RD	FAIRBURN SHOPS LLC	131 GULF BRIDGE LN	SUNNYSIDE FL 32461
09F020100120701	3013 MEADOW GLEN PASS	ELLIS JACQUELINE	3013 MEADOW GLEN PASS	FAIRBURN GA 30213
09F020100120453	1056 MEADOW GLEN CIR	STEPHENS CALVIN A	1056 MEADOW GLEN CIR	FAIRBURN GA 30213
09F010000123822	5884 BLUEGRASS VIEW	LOCKETT SHERRY L & WHITTIE	5884 BLUEGRASS VIEW	FAIRBURN GA 30213
09F020100120586	2008 MEADOW GLEN CIR	WILLIAMS MAI LAN	2008 MEADOW GLEN CIR	FAIRBURN GA 30213



303 Peachtree Center Ave NE
Suite 575
Atlanta, Georgia 30303
404. 614. 5252

June 5, 2024

VIA US MAIL

NOTICE TO INTERESTED PARTIES OF REZONING COMMUNITY MEETING

Date: Tuesday, June 25th at 6:00 p.m. and Tuesday, July 23rd at 6:00 p.m.
Location: Virtual Community Meetings (details provided below)
Petitioner: Portman Residential

Dear Fairburn Neighbor:

Portman Residential (the "Petitioner") proposes a zoning amendment on an approximately 25-acre site located on the west side of Highway 74/Senoia Road and on the southern and northern side of Meadow Glen Parkway. The Petitioner is requesting a zoning amendment from the existing PD zoning district to accommodate its development plans for a mixed-use community comprising of retail, multifamily, and townhomes. A property map is included for your reference.

In accordance with the Public Participation Program requirements in the City of Fairburn Zoning Ordinance, the Petitioner will hold Official Community Meetings prior to the Public Hearing on this Rezoning Petition for the purpose of discussing this rezoning proposal with nearby property owners and organizations. The Fairburn GIS records indicate that you are either a representative of a registered neighborhood organization or an owner of property that adjoins or is located within 1,000 feet from the Property.

The Official Community Meeting will be held virtually in accordance with guidance provided by the Fairburn Planning Design & Development Department. We invite you to attend one or both virtual Official Community Meetings via Microsoft Teams on **Tuesday, June 25th at 6:00 p.m. and/or Tuesday, July 23rd at 6:00 p.m.**

You may join the virtual meeting by visiting the following website, and entering the following meeting ID and passcodes: www.microsoft.com/en-us/microsoft-teams/join-a-meeting

June 25th:

Meeting ID: 219 262 793 262
Passcode: bHLqnz

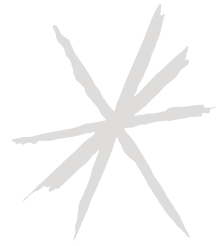
July 23rd:

Meeting ID: 226 776 938 861
Passcode: Nb9kj5

If you expect you will be unable to access the virtual meeting and would like additional information, please contact Marc Brambrut at mbrambrut@portmanresidential.com or call 404-934-0293 and we can make alternative arrangements for you to receive the rezoning information.

Sincerely,

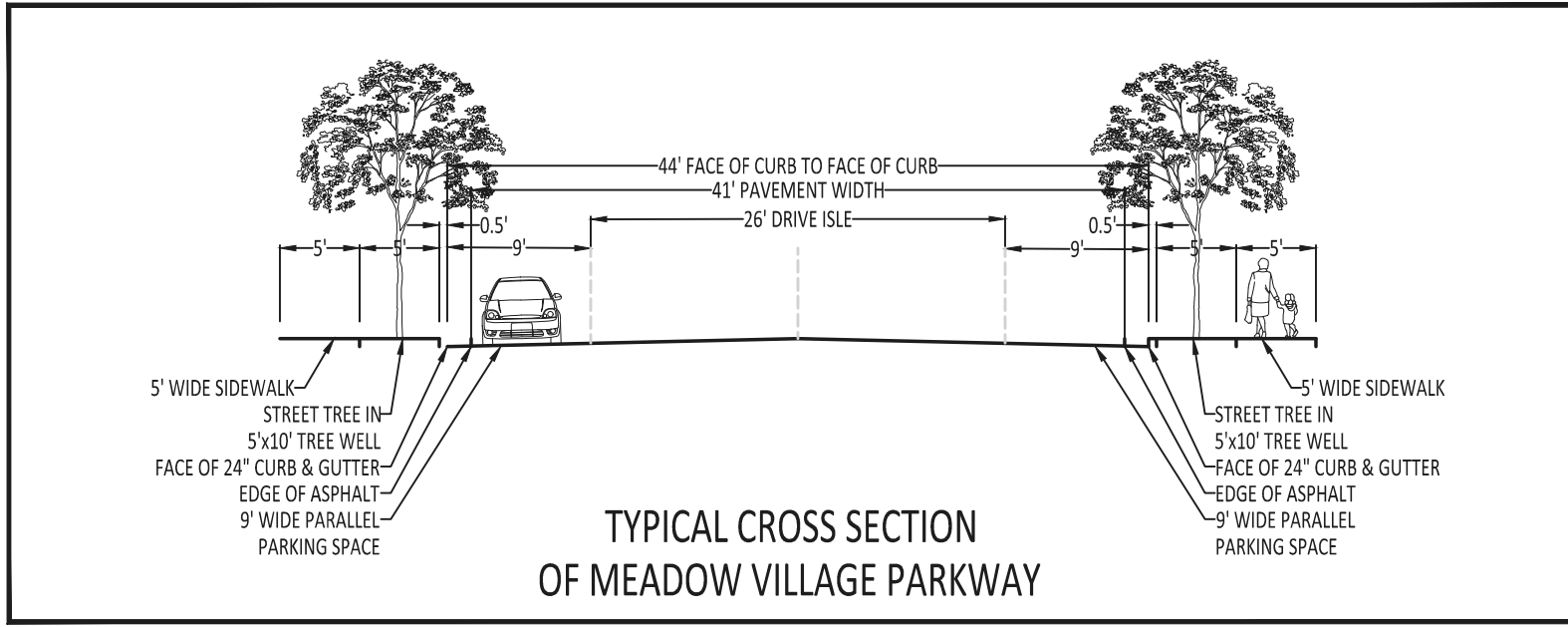
Marc Brambrut
Senior Vice President, Development



Portman Meadow Glen Property Map



SITE PLAN



SITE DATA
CURRENT OWNERS: 3 PATAS REAL ESTATE INVESTMENTS LLC
2048 FAIRHAVEN CIR NE
ATLANTA, GA 30305
404-784-9258
WHITE BROOKWOOD LIMITED LIABILITY CO
450 ROCKWELL CHURCH RD NE
WINDER GA 30080
DEVELOPER: PORTMAN RESIDENTIAL, LLC
303 PEACHTREE CENTER AVE NE, SUITE 575
ATLANTA, GEORGIA 30303
404-934-0293
DESIGNER: SUMMIT ENGINEERING CONSULTANTS, INC.
6255 MILTON ROAD, SUITE 100
ALPHARETTA, GA 30005
770-667-0094

SITE ACREAGE:
MULTI-FAMILY AREA (SOUTH): 16.01 ACRES
MULTI-FAMILY AREA (NORTH): 2.95 ACRES
COMMERCIAL / OFFICE / INSTITUTIONAL AREA: 4.18 ACRES
TOTAL ACREAGE: 23.14 ACRES
IMPERVIOUS AREA:
MULTI-FAMILY AREA (SOUTH): 10.1 ACRES 63%
MULTI-FAMILY AREA (NORTH): 1.05 ACRES 36%
COMMERCIAL / OFFICE / INSTITUTIONAL AREA: 1.7 ACRES 41%

ZONING:
CURRENT ZONING: PD (PLANNED DEVELOPMENT)
PROPOSED ZONING: PD (ALTERED CONDITIONS)

COMMON AREA:
AREA REQUIRED: 550 SF / UNIT
382,600 SF MULTI-FAMILY (SOUTH)
17,600 SF MULTI-FAMILY (NORTH)
207,440 SF MULTI-FAMILY (SOUTH)
60,700 SF MULTI-FAMILY (NORTH)
AREA PROVIDED: 550 SF / UNIT
382,600 SF MULTI-FAMILY (SOUTH)
17,600 SF MULTI-FAMILY (NORTH)
207,440 SF MULTI-FAMILY (SOUTH)
60,700 SF MULTI-FAMILY (NORTH)
NOTE: 25% OF THE TOTAL SITE AREA IS TO BE COMMON OUTDOOR AREA.
THE DEVELOPMENT COMPLIES WITH THIS REQUIREMENT

UNIT INFORMATION:
PROPOSED UNITS: 332 MULTI-FAMILY UNITS (SOUTH)
32 MULTI-FAMILY UNITS (NORTH)
PROPOSED DENSITY: MF (SOUTH) 20.74 UNITS / ACRE (332/16.01)
MF (NORTH) 10.85 UNITS / ACRE (32/2.95)
MAX BUILDING HEIGHT: 48 FEET
BUILDING HEIGHTS: BUILDINGS 1,2,4,6,7,8,9 3 STORIES
BUILDINGS 3 & 5 4 STORIES
PROPOSED COMMERCIAL / OFFICE / INSTITUTIONAL SF: 12,000 SF

SETBACKS:
MULTI-FAMILY (SOUTH) SETBACKS: AS SHOWN ON PLAN WITH NO INTERNAL SETBACKS
COMMERCIAL / OFFICE / INSTITUTIONAL AREA SETBACKS: 50 FEET & 35 FOOT LANDSCAPE BUFFER
FRONT: 30 FEET
SIDE: 30 FEET
REAR: AS SHOWN ON PLAN WITH NO INTERNAL SETBACKS
MULTI-FAMILY (NORTH) SETBACKS: FRONT: 20 FEET
SIDE: 30 FEET
REAR: 20 FEET

MULTI FAMILY PARKING:
REQUIRED PARKING: 2.0 SPACES PER UNIT
PROVIDED PARKING: 1.5 SPACES PER UNIT
(CONCURRENT VARIANCE)

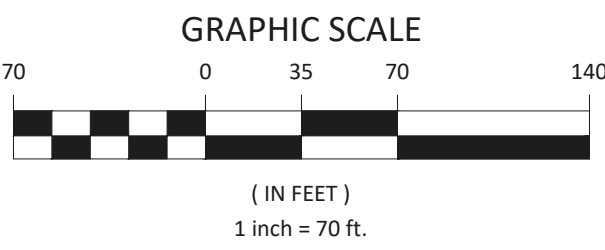
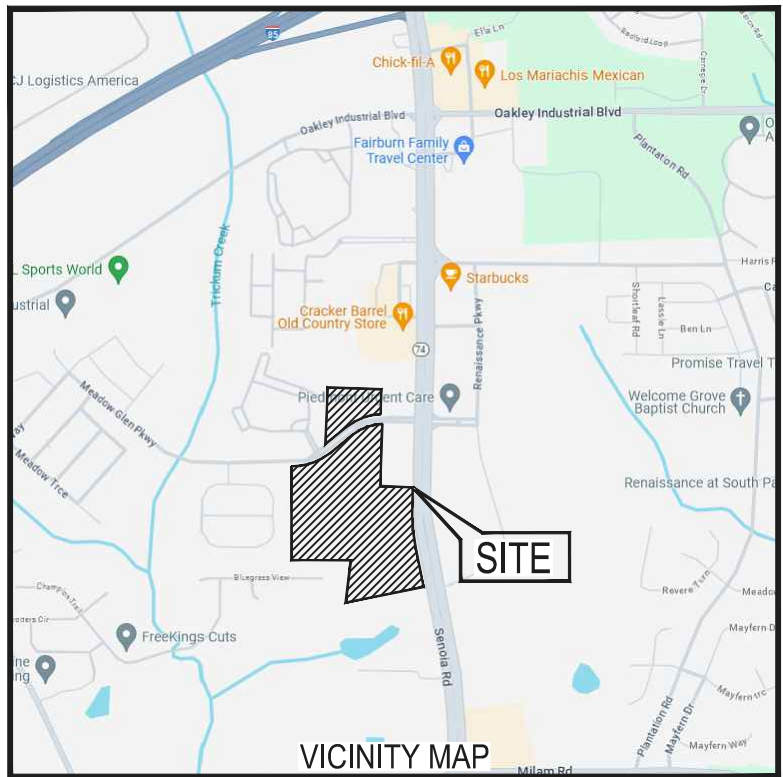
COMMERCIAL / OFFICE / INSTITUTIONAL AREA PARKING:
OFFICE REQUIRED PARKING: 1 SPACE PER 250 SF
or 1 PER 300 SF
RETAIL / PERSONAL SERVICE REQUIRED PARKING: 1 SPACE PER 200 SF
RESTAURANT / INDOOR RECREATION / ASSEMBLY REQUIRED PARKING: 1 SPACE PER 100 SF
OFFICE PROVIDED PARKING: 1 SPACE PER 250 SF
or 1 PER 300 SF
RETAIL / PERSONAL SERVICE PROVIDED PARKING: 1 SPACE PER 200 SF
RESTAURANT / INDOOR RECREATION / ASSEMBLY PROVIDED PARKING: 1 SPACE PER 150 SF
(CONCURRENT VARIANCE)

NOTE: NO NEW PUBLIC ROAD ARE PROPOSED. ALL ROADS SHOWN ARE TO BE PRIVATELY OWNED AND MAINTAINED.

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN 200 FEET OF JURISDICTIONAL WATERS. NO STREAMS AND ASSOCIATED REQUIRED BUFFERS ARE REQUIRED.

WETLANDS DO EXIST ON SITE AS SHOWN.

FLOOD PLAIN: THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS SHOWN ON F.I.R.M. COMMUNITY PANEL NUMBER 13121C 04627, EFFECTIVE ON 9/18/2013.



PORTMAN RESIDENTIAL
303 Peachtree Center Ave NE
Suite 575
Atlanta, Georgia 30303

Revision Schedule			Date
No	ADDRESS ZONING COMMENTS		8/7/24
1			
Project No.	S-23-017		
Design By:	CH		
Drawn By:	DG /NR		
Checked By:	CH		
Date:	7/2/24		
Scale:	1" = 70'		

ZONING SITE PLAN
MEADOW GLEN VILLAGE
LAND LOTS 12 & 27 - DISTRICT 9F
CITY OF FAIRBURN
FULTON COUNTY, GEORGIA

Drawing No.
1 of 1
S-23-017zon.dwg

COLOR CONCEPTUAL SITE PLAN

LEGEND

- A COMMERCIAL
- B PAVILION
- C PUBLIC GREEN SPACE
- D RESIDENTIAL DOG PARK
- E PARKING
- F MULTI-FAMILY
- G CLUB/LEASING OFFICE
- H STORMWATER DETENTION
- I POOL



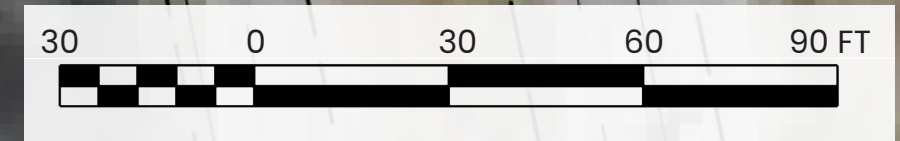
LEGEND

- A** COMMERCIAL BUILDINGS WITH PATIO SPACES
- B** PAVILIONS WITH TABLES AND CHAIRS
- C** PUBLIC GREEN SPACE WITH SHADE TREES
- D** FIRE FEATURE / GATHERING SPACE
- #** PUBLIC PARKING - 91 TOTAL SPACES

BLUEGRASS VIEW

POWER EASEMENT

SENOIA ROAD



TRAFFIC STUDY

**TRAFFIC IMPACT STUDY
FOR
8055 SENOIA ROAD MIXED-USE DEVELOPMENT
FAIRBURN, GEORGIA**



Prepared for:

***Portman Residential, LLC.
303 Peachtree Center Ave NE # 575
Atlanta, GA 30303***

Prepared By:



A&R Engineering Inc.

2160 Kingston Court, Suite O
Marietta, GA 30067
Tel: (770) 690-9255 Fax: (770) 690-9210
www.areng.com

May 30, 2024
Revised July 31, 2024
A & R Project # 24-095

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1.0 INTRODUCTION

The purpose of this study is to determine the traffic impact from the proposed mixed-use development that will be located at 8055 Senoia Road (SR 74) in Fairburn, Georgia. The traffic analysis evaluates the current operations and the future conditions with the traffic generated by the development. The proposed development will consist of:

- Low-Rise Apartments: 300 units
- Townhomes: 30 units
- Retail: 3,600 sf
- Restaurant: 8,400 sf

An adjacent parcel that will have joint access has the following proposed land-uses. We have included the trips from the adjacent parcel in our analysis.

- Retail: 11,200 sf
- Restaurant: 4,450 sf



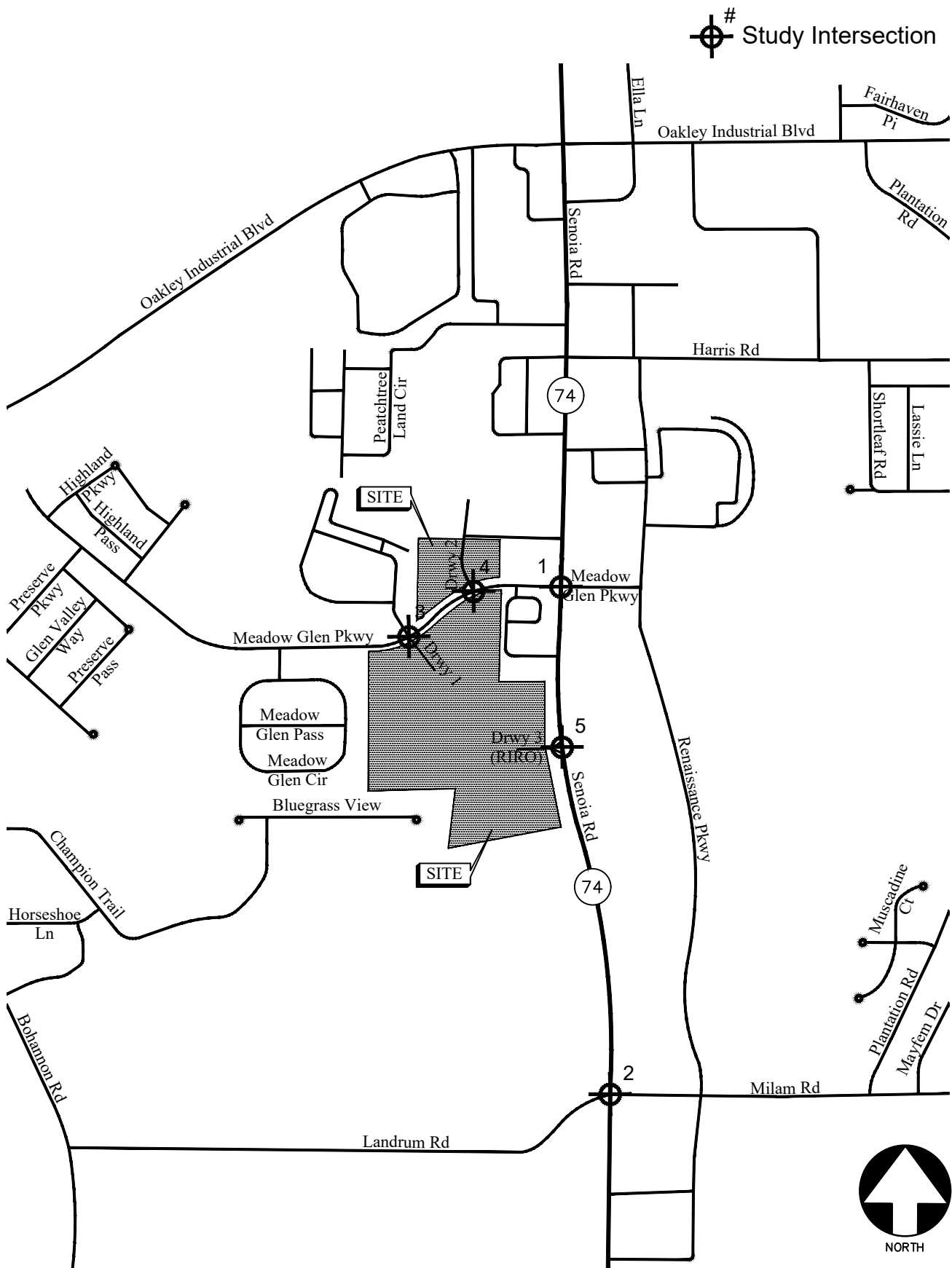
The development proposes access at the following locations:

- Site Driveway 1: Proposed full access driveway on Meadow Glen Parkway, across from the driveway to Cambridge Faire Apartment Homes
- Site Driveway 2: Existing full access driveway on Meadow Glen Parkway, shared with Tractor Supply Company for townhomes.
- Site Driveway 3: Proposed right-in/right-out driveway on SR 74 (Senoia Road)

The AM and PM peak hours have been analyzed in this study. In addition to the site access points, this study includes the evaluation of traffic operations at the intersections of:

- SR 74 (Senoia Road) @ Meadow Glen Parkway
- SR 74 (Senoia Road @ Landrum Road / Milam Road

The location of the development and the surrounding roadway network is shown in Figure 1.



LOCATION MAP

FIGURE 1
A&R Engineering Inc.

2.0 EXISTING FACILITIES / CONDITIONS

2.1 Roadway Facilities

The following is a brief description of each of the roadway facilities located in proximity to the site:

2.1.1 SR 74 (*Senoia Road*)

SR 74 (Senoia Road) is a north-south, four-lane, median-divided roadway with a posted speed limit of 55 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 121-0278) indicate that the daily traffic volume on SR 74 (Senoia Road) in 2022 was 35,600 vehicles per day between Meadow Glen Parkway and Landrum Road / Milam Road. GDOT classifies SR 74 (Senoia Road) as an Urban Principal Arterial roadway.

2.1.2 *Meadow Glen Parkway*

Meadow Glen Parkway is an east-west, two-lane, median-divided roadway with a posted speed limit of 25 mph in the vicinity of the site.

2.1.3 *Landrum Road*

Landrum Road is an east-west, two-lane, un-divided roadway with a posted speed limit of 35 mph in the vicinity of the site. GDOT traffic counts (Station ID 121-8811) indicate that the daily traffic volume on Landrum Road in 2022 was 2,320 vehicles per day west of SR 74 (Senoia Road). GDOT classifies Landrum Road as an Urban Local roadway.

2.1.4 *Milam Road*

Milam Road is an east-west, two-lane, un-divided roadway with a posted speed limit of 35 mph in the vicinity of the site. GDOT traffic counts (Station ID 113-8108) indicate that the daily traffic volume on Milam Road in 2022 was 4,100 vehicles per day east of SR 74 (Senoia Road). GDOT classifies Milam Road as an Urban Local roadway.

3.0 STUDY METHODOLOGY

In this study, the methodology used for evaluating traffic operations at each of the subject intersections is based on the criteria set forth in the Transportation Research Board's Highway Capacity Manual, 6th edition (HCM 6). Synchro software, which utilizes the HCM methodology, was used for the analysis. The following is a description of the methodology employed for the analysis of unsignalized and signalized intersections.

3.1 Unsignalized Intersections

For unsignalized intersections controlled by a stop sign on minor streets, the level-of-service (LOS) for motor vehicles with controlled movements is determined by the computed control delay according to the thresholds stated in Table 1 below. LOS is determined for each minor street movement (or shared movement), as well as major street left turns. LOS is not defined for the intersection as a whole or for major street approaches. The LOS of any controlled movement which experiences a volume to capacity ratio greater than 1 is designed as "F" regardless of the control delay.

Control delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay and final acceleration delay. Several factors affect the control delay for unsignalized intersections, such as the availability and distribution of gaps in the conflicting traffic stream, critical gaps and follow-up time for a vehicle in the queue.

Level-of-service is assigned a letter designation from "A" through "F". Level-of-service "A" indicates excellent operations with little delay to motorists, while level-of-service "F" exists when there are insufficient gaps of acceptable size to allow vehicles on the side street to cross the main road without experiencing long delays.

TABLE 1 — LEVEL-OF-SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS		
Control Delay (sec/vehicle)	LOS by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	v/c > 1.0
≤ 10	A	F
> 10 and ≤ 15	B	F
> 15 and ≤ 25	C	F
> 25 and ≤ 35	D	F
> 35 and ≤ 50	E	F
> 50	F	F

*The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection.

Source: Highway Capacity Manual, 6th edition, Exhibit 20-2 *LOS Criteria: Motorized Vehicle Mode*

3.2 Signalized Intersections

According to HCM procedures, LOS can be calculated for the entire intersection, each intersection approach, and each lane group. HCM uses control delay alone to characterize LOS for the entire intersection or an approach. Control delay per vehicle is composed of initial deceleration delay, queue move-up time, stopped delay and final acceleration delay. Both control delay and volume-to-capacity ratio are used to characterize LOS for a lane group. A volume-to-capacity ratio greater than 1.0 for a lane group indicates failure from capacity perspective. Therefore, such a lane group is assigned LOS F regardless of the amount of control delay.

Table 2 below summarizes the LOS criteria from HCM for motorized vehicles at signalized intersections.

TABLE 2 — LEVEL-OF-SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS		
Control Delay (sec/vehicle)*	LOS for Lane Group by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	v/c > 1.0
≤ 10	A	F
> 10 and ≤ 20	B	F
> 20 and ≤ 35	C	F
> 35 and ≤ 55	D	F
> 55 and ≤ 80	E	F
> 80	F	F

*For approach-based and intersection wide assessments, LOS is defined solely by control delay

Source: Highway Capacity Manual, 6th edition, Exhibit 19-8 *LOS Criteria: Motorized Vehicle Mode*

LOS A is typically assigned when the volume-to-capacity (v/c) ratio is low and either progression is exceptionally favorable, or the cycle length is very short. LOS B is typically assigned when the v/c ratio is low and either progression is highly favorable, or the cycle length is short. However, more vehicles are stopped than with LOS A. LOS C is typically assigned when progression is favorable, or the cycle length is moderate. Individual cycle failures (one or more queued vehicles are not able to depart because of insufficient capacity during the cycle) may begin to appear at this level. Many vehicles still pass through the intersection without stopping, but the number of vehicles stopping is significant. LOS D is typically assigned when the v/c ratio is high and either progression is ineffective, or the cycle length is long. There are many vehicle-stops and individual cycle failures are noticeable. LOS E is typically assigned when the v/c ratio is high, progression is very poor, the cycle length is long, and individual cycle failures are frequent. LOS F is typically assigned when the v/c ratio is very high, progression is very poor, the cycle length is long, and most cycles fail to clear the queue.

4.0 EXISTING 2024 TRAFFIC ANALYSIS

4.1 Existing Traffic Volumes

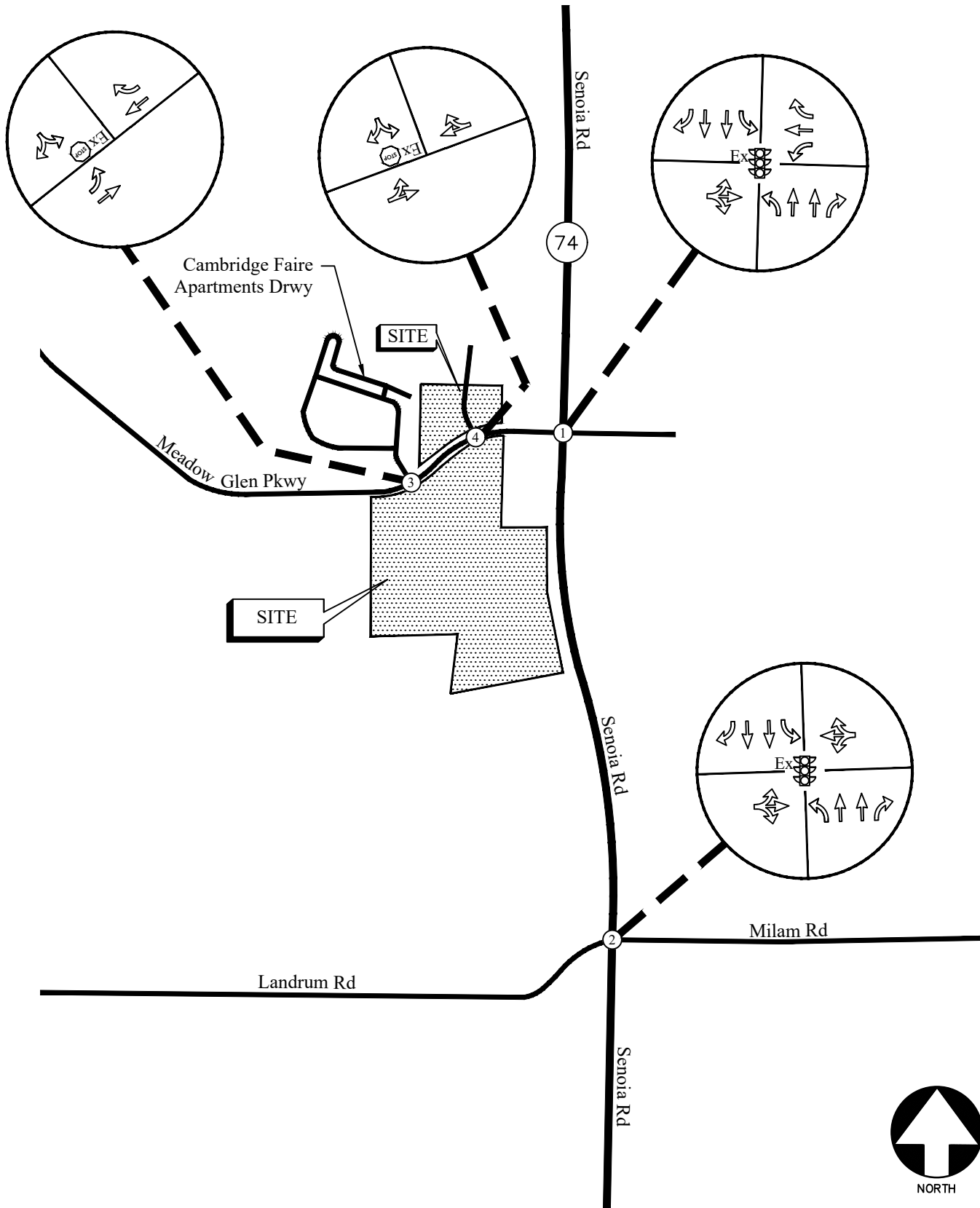
Existing traffic counts were obtained at the following study intersections:

- SR 74 (Senoia Road) @ Meadow Glen Parkway
- SR 74 (Senoia Road @ Landrum Road / Milam Road
- Meadow Glen Parkway @ Cambridge Faire Apartment Homes Driveway

Turning movement counts were collected on Thursday, May 16, 2024. All turning movement counts were recorded during the AM and PM peak hours between 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM, respectively. Truck data was included separately in the counts. The four consecutive 15-minute interval volumes that produced the highest volume at the intersections were then determined. These volumes make up the peak hour traffic volumes for the intersections counted and are shown in Figure 2. The existing traffic control and lane geometry for the intersections are shown in Figure 3.

LEGEND

- Ex  Existing Signed Approach
-  Existing Lane Geometry
- Ex  Existing Traffic Signal



EXISTING TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 3

A&R Engineering Inc.

4.2 Existing Traffic Operations

Existing 2024 traffic operations were analyzed at the study intersections in accordance with the HCM methodology. The results of the analyses are shown in Table 3.

TABLE 3 — EXISTING INTERSECTION OPERATIONS				
Intersection		Traffic Control	LOS (Delay)	
			AM Peak Hour	PM Peak Hour
1	<u>SR 74 (Senoia Road) @ Meadow Glen Parkway</u>	Signalized	<u>A (8.4)</u>	<u>B (12.9)</u>
	-Eastbound Approach		E (56.9)	D (54.5)
	-Westbound Approach		D (53.8)	D (48.6)
	-Northbound Approach		A (6.1)	A (9.5)
	-Southbound Approach		A (5.6)	B (10.2)
2	<u>SR 74 (Senoia Road @ Landrum Road / Milam Road</u>	Signalized	<u>C (21.3)</u>	<u>C (28.4)</u>
	-Eastbound Approach		D (37.2)	D (35.1)
	-Westbound Approach		D (52.0)	D (53.1)
	-Northbound Approach		B (17.8)	C (25.8)
	-Southbound Approach		B (17.4)	C (25.0)
3	<u>Meadow Glen Parkway @ Cambridge Faire Apartment Homes Driveway</u>	Stop Controlled on SB Approach		
	-Eastbound Left		A (7.3)	A (7.4)
	-Southbound Approach		A (9.3)	A (9.3)
4	<u>Meadow Glen Parkway @ Tractor Supply Driveway</u>	Stop Controlled on SB Approach		
	-Eastbound Left		A (7.3)	A (7.5)
	-Southbound Approach		A (9.0)	A (9.2)

The results of the existing traffic operations analysis indicate that the signalized study intersections are operating at an overall level of service “C” or better in both the AM and PM peak hours, while the stop-controlled approach at the unsignalized study intersection is operating at a level of service “A” in both the AM and PM peak hours.

5.0 PROPOSED DEVELOPMENT

The proposed mixed-use development will be located at 8055 Senoia Road (SR 74) in Fairburn, Georgia. The development will consist of:

- Low-Rise Apartments: 300 units
- Townhomes: 30 units
- Retail: 3,600 sf
- Restaurant: 8,400 sf

An adjacent parcel that will have joint access has the following proposed land-uses. We have included the trips from the adjacent parcel in our analysis.

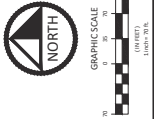
- Retail: 11,200 sf
- Restaurant: 4,450 sf



The development proposes access at the following locations:

- Site Driveway 1: Proposed full access driveway on Meadow Glen Parkway, across from the driveway to Cambridge Faire Apartment Homes
- Site Driveway 2: Existing full access driveway on Meadow Glen Parkway, shared with Tractor Supply Company for townhomes.
- Site Driveway 3: Proposed right-in/right-out driveway on SR 74 (Senoia Road)

A site plan is shown in Figure 4.



TYPICAL CROSS SECTION
OF MEADOW VILLAGE PARKWAY

[illegible]

Summit Engineering Consultants, Inc.
6350 Shiloh Road, Suite 100
Alpharetta, GA 30005
(404) 770-6677

PORTMAN
RESIDENTIAL
303 Peachtree Center Ave NE
Suite 575
Atlanta, Georgia 30303

[illegible]

Project No.	823-017
Assign By:	OKH
Drawn By:	DS / OKH
Checked By:	OKH
Date:	7/23/04
File:	4" = 30'

[illegible]

5.1 Trip Generation

Trip generation estimates for the project were based on the rates and equations published in the 11th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. The trip generation was based on the following ITE *Land Uses*: 215 – *Single-Family Attached Housing*, 220 – *Multifamily Housing (Low-Rise) - Not Close to Rail Transit*, 822 – *Strip Retail Plaza (<40k)*, 931 – *Restaurant* and 934 – *Restaurant*. Due to the nature of the development, pass-by and mixed-use reductions have been applied per ITE standards. The calculated total trip generation for the proposed development is shown in Table 4.

TABLE 4 — TRIP GENERATION — PROPOSED SITE

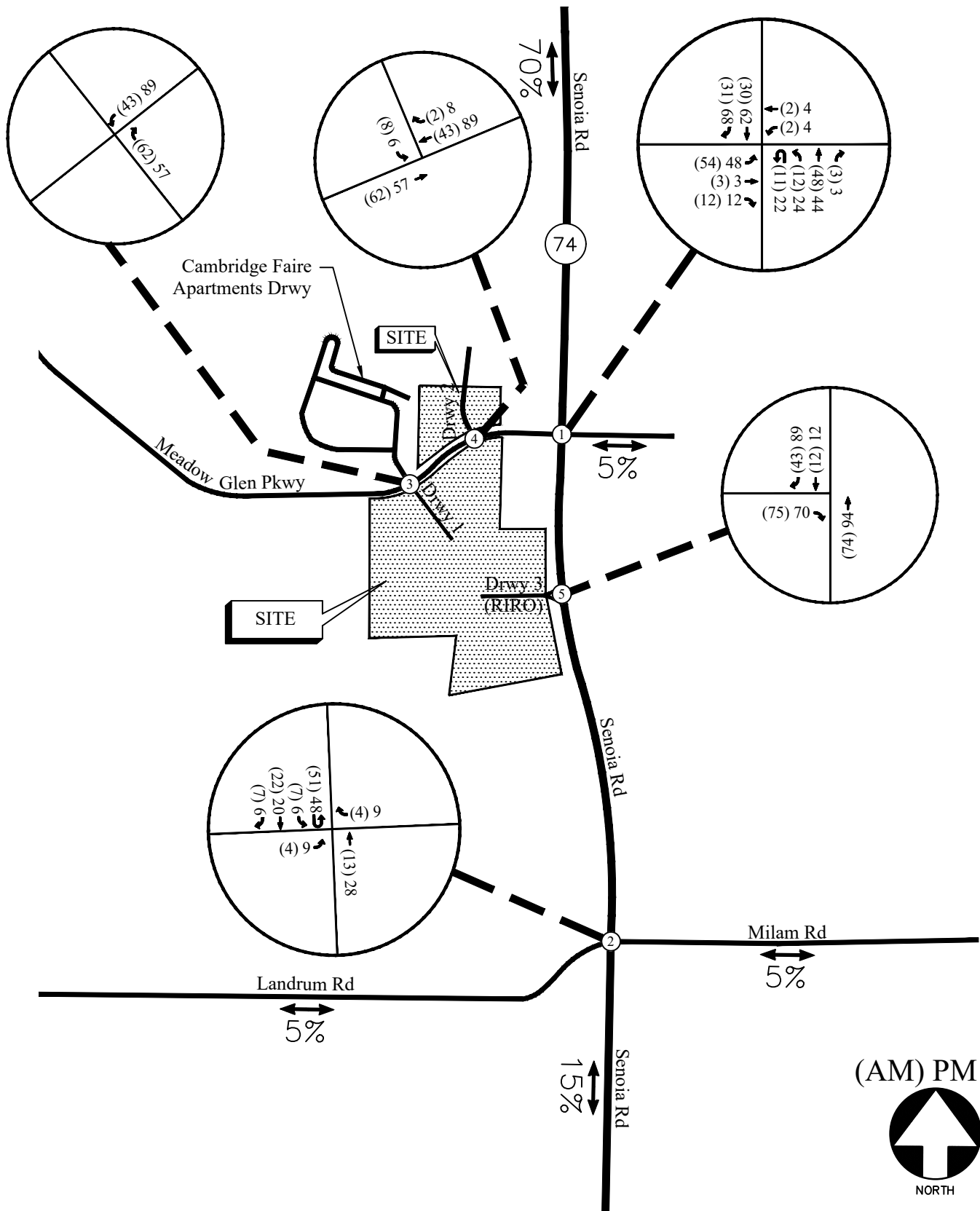
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
ITE 215 – Single-Family Attached Housing	30 units	2	8	10	8	6	14	178
ITE 220 – Multifamily Housing	300 units	28	88	116	94	56	150	1,998
Mixed-Use Reduction		-1	-1	-2	-5	-6	-11	-109
ITE 822 – Strip Retail Plaza (<40k)	3,600 sf	9	6	15	19	19	38	382
Mixed-Use Reduction		-	-	-	-2	-2	-4	-38
ITE 931 – Restaurant	8,400 sf	3	3	6	44	22	66	704
Mixed-Use Reduction		-1	-1	-2	-4	-3	-7	-71
Pass-by Trips (0%) 44%		0	0	0	-18	-8	-26	-260*
Total Trips (without Reductions)		42	105	147	165	103	268	3,262
New External Trips (with Reductions)		40	103	143	136	84	220	2,784

TABLE 4A — TRIP GENERATION — ADJACENT PARCEL

Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
ITE 822 – Strip Retail Plaza (<40k)	11,200 sf	19	12	31	42	42	84	702
Mixed-Use Reduction		-8	-6	-14	-13	-12	-25	-85
ITE 934 – Restaurant	4,450 sf	101	98	199	76	71	147	2,080
Mixed-Use Reduction		-16	-15	-31	-18	-10	-28	-209
Pass-by Trips (50%) 55%		-48	-47	-95	-37	-44	-71	-1,156
Total Trips (without Reductions)		120	110	230	118	113	231	2,782
New External Trips (with Reductions)		48	42	90	50	49	99	1,332

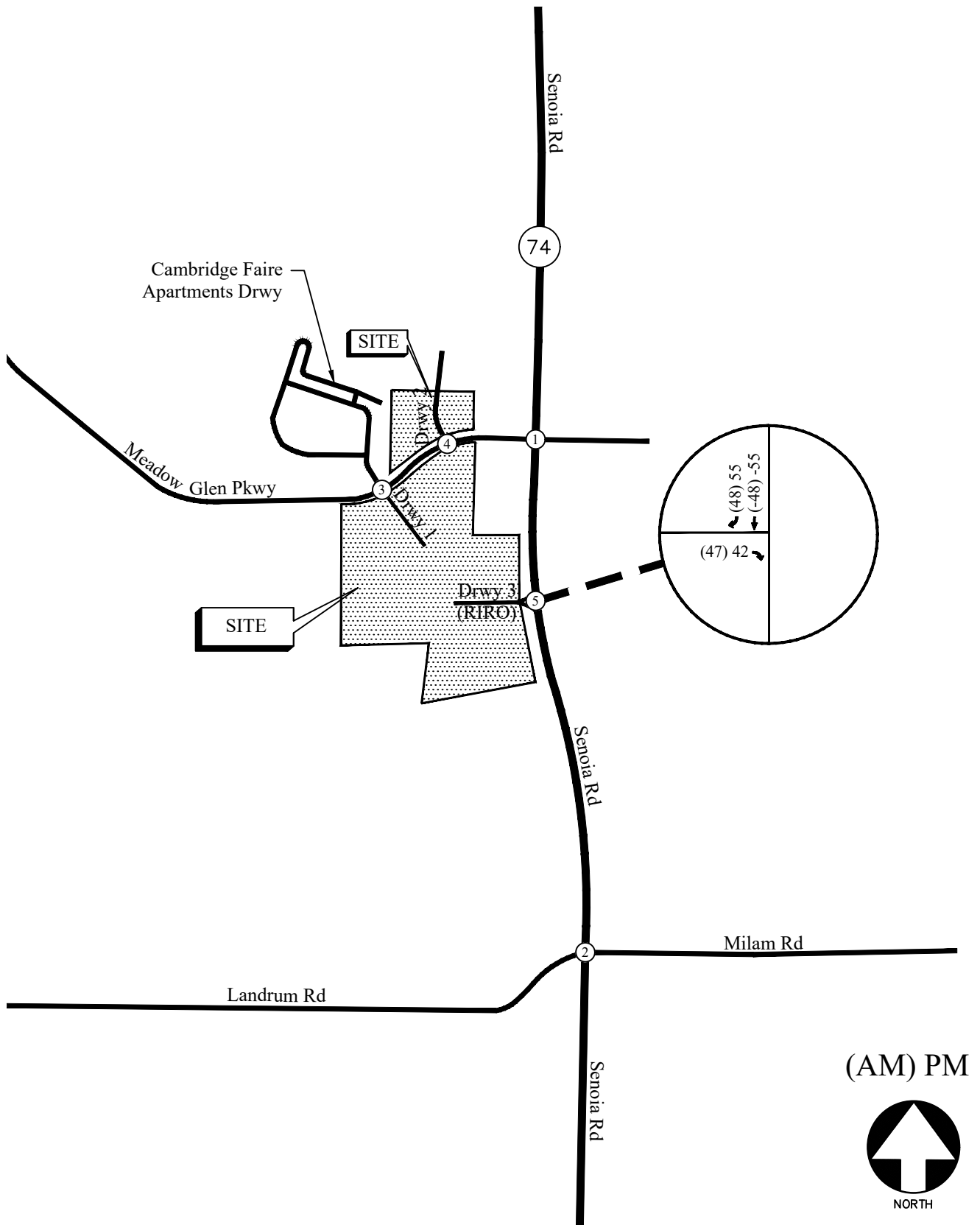
5.2 Trip Distribution

The trip distribution describes how traffic arrives and departs from the site. An overall trip distribution was developed for the site based on a review of the existing travel patterns in the area and the locations of major roadways and highways that will serve the development. The site-generated peak hour traffic volumes, shown in Table 4, were assigned to the study area intersections based on this distribution. The outer-leg distribution and AM and PM peak hour new traffic generated by the site are shown in Figure 5. Pass-by volumes have also been distributed based on existing travel patterns and are shown in Figure 6.



TRIP DISTRIBUTION AND NEW SITE-GENERATED
WEEKDAY PEAK HOUR VOLUMES

FIGURE 5
A&R Engineering Inc.



SITE PEAK HOUR PASS-BY VOLUMES

FIGURE 6
A&R Engineering Inc.

6.0 FUTURE 2026 TRAFFIC ANALYSIS

The future 2026 traffic operations are analyzed for the “Build” and “No-Build” conditions.

6.1 Future “No-Build” Conditions

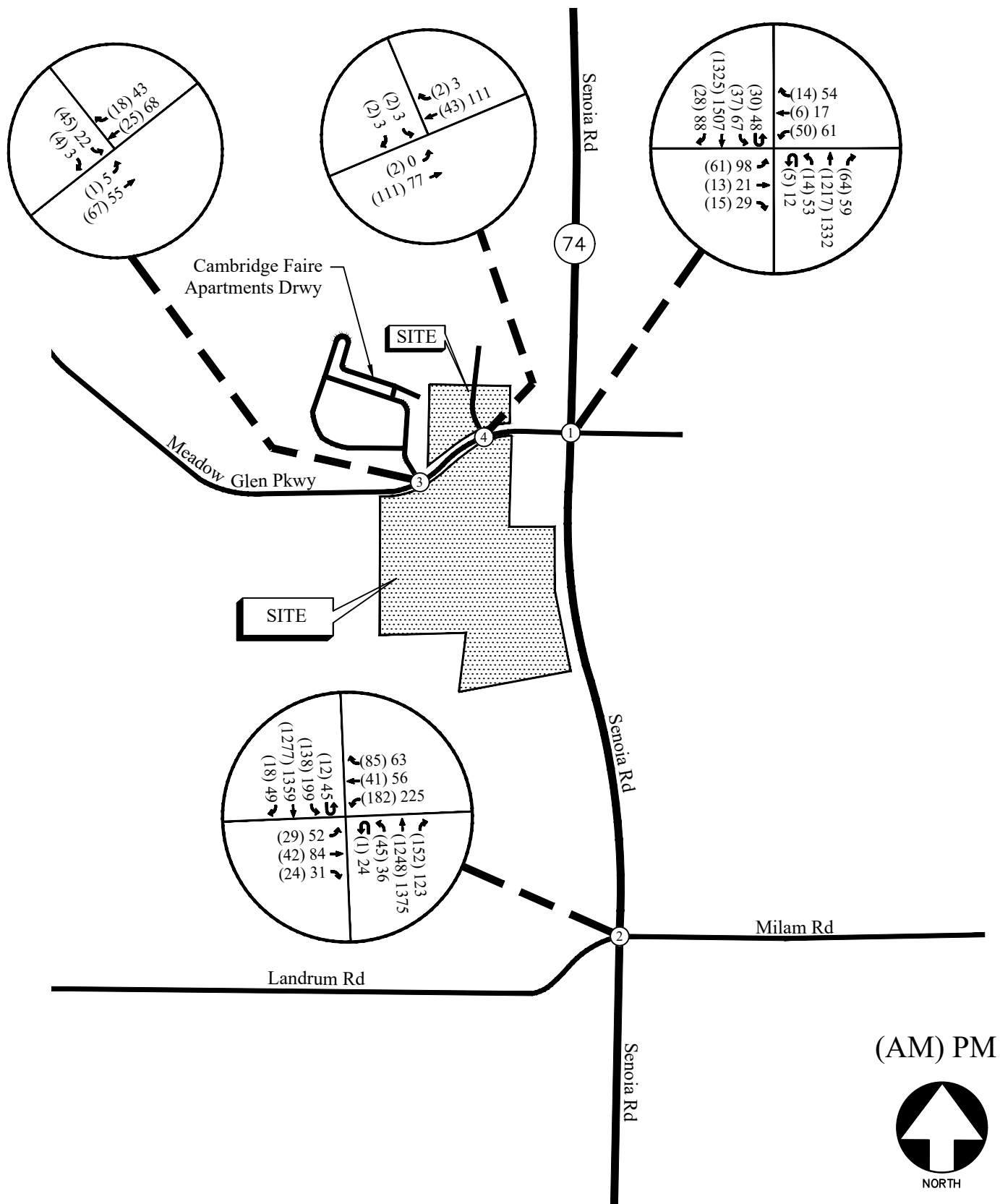
The “No-Build” (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The Future “No-Build” volumes consist of the existing traffic volumes (Figure 2) plus increases for annual growth of traffic.

6.1.1 Annual Traffic Growth

To evaluate future traffic operations in this area, a projection of normal traffic growth was applied to the existing volumes. The Georgia Department of Transportation recorded average daily traffic volumes at several locations in the vicinity of the site. Reviewing the growth over the last five years (2017-2019, 2021-2022) revealed growth of approximately 3% in the area. This growth factor was applied to the existing traffic volumes to estimate the future year traffic volumes prior to the addition of site-generated traffic. The resulting Future “No-Build” volumes on the roadway are shown in Figure 7.

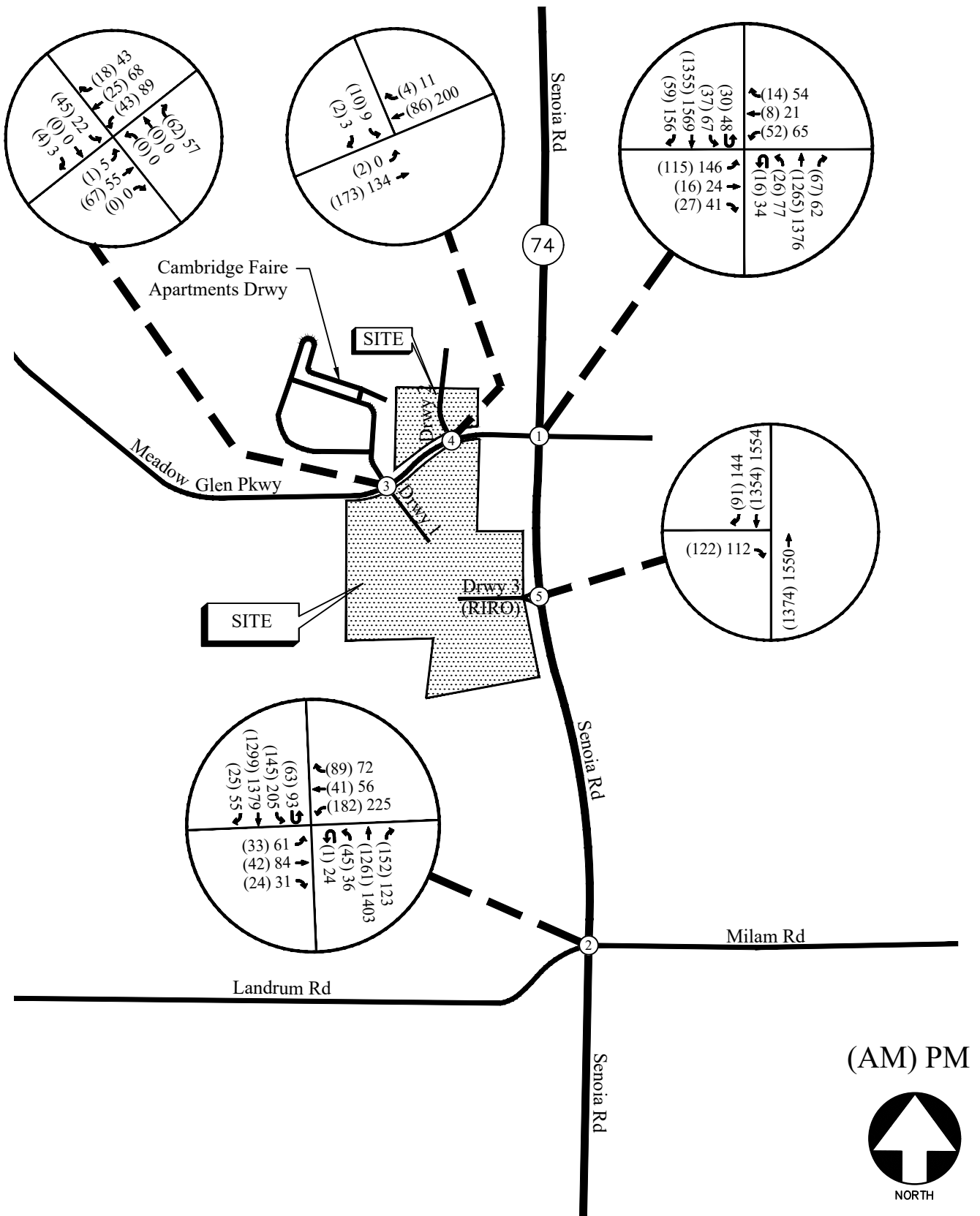
6.2 Future “Build” Conditions

The “Build” or development conditions include the estimated background traffic from the “No-Build” conditions plus the traffic from the proposed development. In order to evaluate future traffic operations in this area, the additional traffic volumes from the site (Figure 5) and pass-by volumes (Figure 6) were added to base traffic volumes (Figure 7) to calculate the future traffic volumes after the construction of the development. These total future “Build” traffic volumes are shown in Figure 8.



FUTURE (NO-BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 7
A&R Engineering Inc.



FUTURE (BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 8
A&R Engineering Inc.

6.3 Auxiliary Lane Analysis

Included below are analyses for left-turn lanes and deceleration lanes for all site driveways per City of Fairburn/GDOT standards. The analyses below are based off the trip distribution included in Section 5.2. According to the trip distribution, the 24-hour two-way volume entering and exiting the site is 178 townhome trips and 5,636 other trips. The ADT on Meadow Glen Parkway is assumed to be less than 6,000 vehicles based on the GDOT volumes on the surrounding roadways.

6.3.1 Left Turn Lane Analysis

City of Fairburn's Development Standards 2008 do not give left-turn lane standards. We are therefore using GDOT standards. For two lane roadways with AADT's less than 6,000 vehicles and a posted speed limit of 25 mph, the daily site generated traffic left-turn movements threshold to warrant a left-turn lane is 300 left-turning vehicles a day. The projected left-turn volumes per day for each driveway is included in Table 5.

TABLE 5 — GDOT REQUIREMENTS FOR LEFT TURN LANES

Intersection	Left turn traffic (% total entering)	Left-turn Volume (vehicles/day)	Roadway Speed/ # lanes / ADT	GDOT Threshold (vehicles/ day)	Warrants met?
Meadow Glen Parkway @ Cambridge Faire Apartment Homes Driveway / Site Driveway 1	50% of Apartment/Retail/ Restaurant Trips	1,227	25 mph / 2-Lane / < 6,000	300	Yes
Meadow Glen Parkway @ Shared Site Driveway 2	0%	0	25 mph / 2-Lane / < 6,000	300	No

*Pass-by reductions included, mixed use reductions not included

A left-turn lane is warranted on Meadow Glen Parkway at Site Driveway 1 per GDOT standards.

6.3.2 Deceleration Turn Lane Analysis

Section 4.6 of City of Fairburn's Land Development Standards Manual 2008 requires a deceleration for all residential developments of more than 2 family residences. Therefore right-turn lanes will be warranted.

6.4 Future Traffic Operations

The future “No-Build” and “Build” traffic operations were analyzed using the volumes in Figure 7 and Figure 8, respectively. The results of the future traffic operations analysis are shown below in Table 6. Recommendations for future traffic control and lane geometry are shown in Figure 9.

TABLE 6 — FUTURE INTERSECTION OPERATIONS					
Intersection		LOS (Delay)			
		NO-BUILD		BUILD	
		AM Peak	PM Peak	AM Peak	PM Peak
1	<u>SR 74 (Senoia Road) @ Meadow Glen Parkway</u>	<u>A (8.9)</u>	<u>B (13.8)</u>	<u>B (12.9)</u>	<u>B (18.8)</u>
	-Eastbound Approach	E (56.7)	D (54.1)	E (56.1)	D (51.3)
	-Westbound Approach	D (53.5)	D (47.9)	D (47.6)	D (42.1)
	-Northbound Approach	A (6.5)	B (10.5)	A (9.5)	B (15.2)
	-Southbound Approach	A (6.1)	B (11.4)	A (9.7)	B (16.8)
2	<u>SR 74 (Senoia Road @ Landrum Road / Milam Road</u>	<u>C (23.6)</u>	<u>C (34.9)</u>	<u>C (25.9)</u>	<u>D (43.4)</u>
	-Eastbound Approach	D (36.1)	C (33.8)	D (36.1)	C (33.6)
	-Westbound Approach	D (52.5)	D (54.1)	D (54.1)	D (54.7)
	-Northbound Approach	C (20.3)	D (35.4)	C (22.5)	D (45.3)
	-Southbound Approach	C (20.0)	C (30.4)	C (22.8)	D (40.1)
3	<u>Meadow Glen Parkway @ Cambridge Faire Apartment Homes Driveway / Site Driveway 1</u>				
	-Eastbound Left	A (7.3)	A (7.4)	A (7.3)	A (7.4)
	-Westbound Left	-	-	A (7.5)	A (7.5)
	-Northbound Approach	-	-	A (9.0)	A (8.8)
	-Southbound Approach	A (9.3)	A (9.3)	B (11.2)	B (11.8)
4	<u>Meadow Glen Pkwy @ Townhomes Shared Drwy 2</u>				
	-Eastbound Left	A (7.3)	A (7.5)	A (7.4)	A (7.7)
	-Southbound Approach	A (9.3)	A (9.3)	B (10.2)	B (10.5)
5	<u>SR 74 (Senoia Road) @ Site Driveway 3 (RIRO)</u>				
	-Eastbound Approach	-	-	C (20.6)	C (24.3)

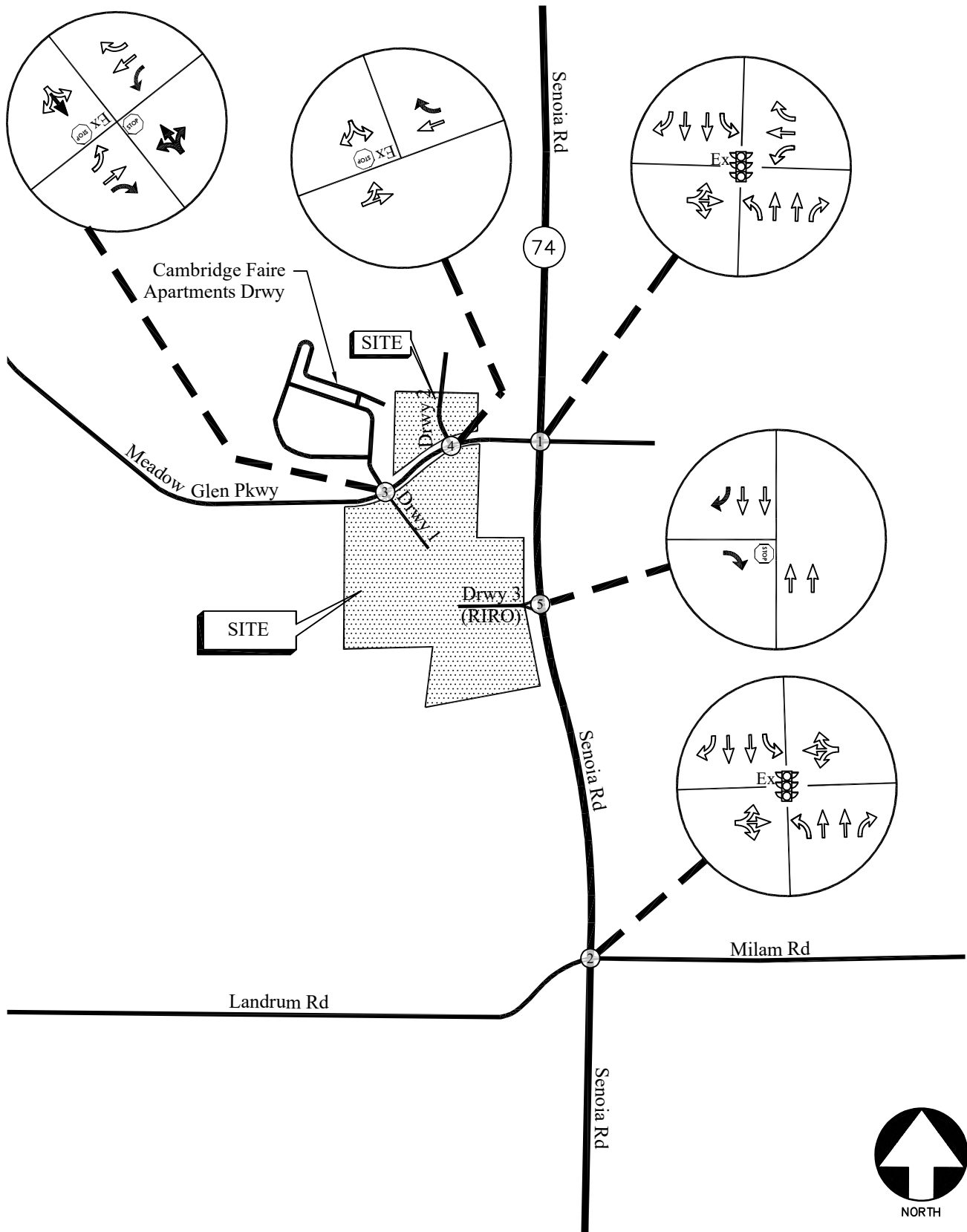
The results of the future traffic operations analysis show that the signalized study intersections will continue to operate at a satisfactory overall level of service “D” or better in both the AM and PM peak hours, while the stop-controlled approaches at the unsignalized study intersections will also operate at a satisfactory level of service “C” or better. Impact of the stie generated traffic on traffic operations at the study intersections is minimal.

6.4.1 Left-Turn Phase Analysis

A left-turn phase analysis was completed for eastbound and westbound approaches of Meadow Glen Parkway at SR 74 (Senoia Road) based on traffic volumes in “No-Build” and “Build” conditions. In both conditions, an eastbound left-turn phase is warranted based only on PM peak hour volumes. A left-turn phase is not warranted based on cross-product rule. There are no left-turn crashes reported at the intersection in Gears during the last 2 years (Jan 2022 to December 2023). Therefore, a left-turn phase is not warranted based on crash history. Left-Turn Phase Analysis and crash history are included in Appendix.

LEGEND

- Ex  Existing Signed Approach
-  Existing Lane Geometry
- Ex  Existing Traffic Signal
-  Proposed Signed Approach
-  Proposed Lane Geometry
-  Proposed Traffic Signal



FUTURE TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 9

A&R Engineering Inc.

7.0 CONCLUSIONS AND RECOMMENDATIONS

Traffic impacts were evaluated for the proposed mixed-use development that will be located at 8055 Senoia Road (SR 74) in Fairburn, Georgia. The proposed development will consist of:

- Low-Rise Apartments: 300 units
- Townhomes: 30 units
- Retail: 3,600 sf
- Restaurant: 8,400 sf

An adjacent parcel that will have joint access has the following proposed land-uses. We have included the trips from the adjacent parcel in our analysis.

- Retail: 11,200 sf
- Restaurant: 4,450 sf

The development proposes access at the following locations:

- Site Driveway 1: Proposed full access driveway on Meadow Glen Parkway, across from the driveway to Cambridge Faire Apartment Homes
- Site Driveway 2: Existing full access driveway on Meadow Glen Parkway, shared with Tractor Supply Company
- Site Driveway 3: Proposed right-in/right-out driveway on SR 74 (Senoia Road)

The AM and PM peak hours have been analyzed in this study. In addition to the site access points, this study includes the evaluation of traffic operations at the intersections of:

- SR 74 (Senoia Road) @ Meadow Glen Parkway
- SR 74 (Senoia Road) @ Landrum Road / Milam Road

The analysis included the evaluation of Future operations for “No-Build” and “Build” conditions, both of which account for increases in annual growth of through traffic.

The results of the future traffic operations analysis show that the signalized study intersections will continue to operate at a satisfactory overall level of service “D” or better in both the AM and PM peak hours, while the stop-controlled approaches at the unsignalized study intersections will also operate at a satisfactory level of service “C” or better. Impact of the stie generated traffic on traffic operations at the study intersections is minimal.

7.1 Recommendations for Site Access Configuration

The following access configuration is recommended for the site driveway intersections.

- Site Driveway 1: Proposed full access driveway on Meadow Glen Parkway, across from the driveway to Cambridge Faire Apartment Homes
 - One entering lane and one exiting lane.
 - Stop-sign controlled on the driveway approach with Meadow Glen Parkway remaining free flow.
 - Left Turn Lane on Meadow Glen Parkway for entering traffic.
 - Right Turn Lane on Meadow Glen Parkway for entering traffic.
 - Provide adequate sight distance per AASHTO standards.
- Site Driveway 2: Existing full access driveway on Meadow Glen Parkway, shared with Tractor Supply Company
 - Existing one entering lane and one exiting lane.
 - Stop-sign controlled on the driveway approach with Meadow Glen Parkway remaining free flow.
 - Right Turn Lane for entering traffic.
 - Confirm adequate sight distance per AASHTO standards.
- Site Driveway 3: Proposed right-in/right-out driveway on SR 74 (Senoia Road)
 - One entering lane and one exiting right-turn lane.
 - Stop-sign controlled on the driveway approach with SR 74 remaining free flow.
 - Right Turn Lane on SR 74 for entering traffic.
 - Provide adequate sight distance per AASHTO standards.

Appendix

Existing Intersection Traffic Counts	
Linear Regression of Daily Traffic.....	
Existing Intersection Analysis.....	
Future “No-Build” Intersection Analysis	
Future “Build” Intersection Analysis.....	
Traffic Volume Worksheets	
Left-Turn Phase Analysis	
Crash History	

EXISTING INTERSECTION TRAFFIC COUNTS

A & R Engineering, Inc.

2160 Kingston Court, Suite 'O'
Marietta, GA 30067

TMC Data
 SR 74 (Senoia Rd) @ Meadow Glen Pkwy
 7-9 am | 4-6 pm

File Name : 20240216
 Site Code : 20240216
 Start Date : 05-16-2024
 Page No : 1

Groups Printed- Cars & Buses - Trucks

	SR 74 (Senoia Rd) Northbound					SR 74 (Senoia Rd) Southbound					Meadow Glen Pkwy Eastbound				Meadow Glen Pkwy Westbound				
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	1	270	3	0	274	8	261	8	7	284	17	0	4	21	6	1	2	9	588
07:15 AM	2	310	11	2	325	10	285	6	6	307	25	2	8	35	12	2	6	20	687
07:30 AM	5	267	24	2	298	10	339	8	3	360	16	5	0	21	11	2	3	16	695
07:45 AM	1	287	19	1	308	7	301	6	7	321	6	3	3	12	10	0	1	11	652
Total	9	1134	57	5	1205	35	1186	28	23	1272	64	10	15	89	39	5	12	56	2622
08:00 AM	5	284	6	0	295	8	325	6	12	351	11	2	3	16	14	2	3	19	681
08:15 AM	3	268	5	2	278	11	278	9	13	311	10	1	4	15	15	1	4	20	624
08:30 AM	1	264	6	0	271	9	337	4	10	360	8	2	3	13	10	2	4	16	660
08:45 AM	6	263	3	0	272	15	286	0	9	310	11	3	4	18	7	3	7	17	617
Total	15	1079	20	2	1116	43	1226	19	44	1332	40	8	14	62	46	8	18	72	2582
*** BREAK ***																			
04:00 PM	10	278	19	3	310	17	332	11	13	373	32	10	6	48	13	3	18	34	765
04:15 PM	15	275	17	2	309	19	392	21	9	441	23	1	6	30	10	4	14	28	808
04:30 PM	15	315	17	0	347	14	340	22	10	386	17	0	5	22	10	3	13	26	781
04:45 PM	9	287	16	1	313	16	391	16	9	432	30	0	7	37	15	4	14	33	815
Total	49	1155	69	6	1279	66	1455	70	41	1632	102	11	24	137	48	14	59	121	3169
05:00 PM	9	293	11	2	315	16	349	18	9	392	28	4	2	34	13	2	11	26	767
05:15 PM	8	319	11	1	339	11	329	25	14	379	14	5	9	28	17	5	12	34	780
05:30 PM	16	327	15	4	362	19	357	26	11	413	28	4	5	37	16	2	9	27	839
05:45 PM	17	318	19	4	358	17	387	14	11	429	22	7	11	40	12	7	19	38	865
Total	50	1257	56	11	1374	63	1422	83	45	1613	92	20	27	139	58	16	51	125	3251
Grand Total	123	4625	202	24	4974	207	5289	200	153	5849	298	49	80	427	191	43	140	374	11624
Apprch %	2.5	93	4.1	0.5		3.5	90.4	3.4	2.6		69.8	11.5	18.7		51.1	11.5	37.4		
Total %	1.1	39.8	1.7	0.2	42.8	1.8	45.5	1.7	1.3	50.3	2.6	0.4	0.7	3.7	1.6	0.4	1.2	3.2	
Cars & Buses	123	4444	198	24	4789	194	5078	196	152	5620	297	49	80	426	189	43	132	364	11199
% Cars & Buses	100	96.1	98	100	96.3	93.7	96	98	99.3	96.1	99.7	100	100	99.8	99	100	94.3	97.3	96.3
Trucks	0	181	4	0	185	13	211	4	1	229	1	0	0	1	2	0	8	10	425
% Trucks	0	3.9	2	0	3.7	6.3	4	2	0.7	3.9	0.3	0	0	0.2	1	0	5.7	2.7	3.7

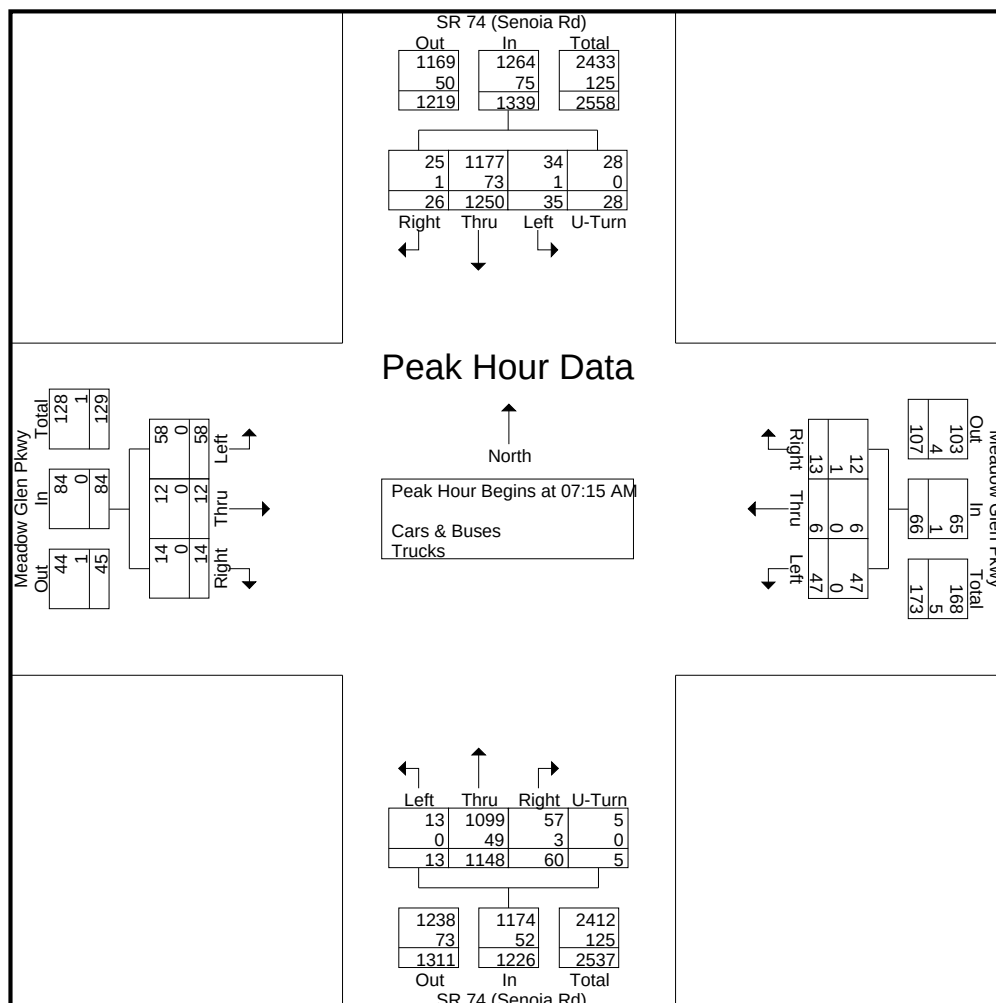
A & R Engineering, Inc.

2160 Kingston Court, Suite 'O'
Marietta, GA 30067

TMC Data
SR 74 (Senoia Rd) @ Meadow Glen Pkwy
7-9 am | 4-6 pm

File Name : 20240216
Site Code : 20240216
Start Date : 05-16-2024
Page No : 2

	SR 74 (Senoia Rd) Northbound					SR 74 (Senoia Rd) Southbound					Meadow Glen Pkwy Eastbound				Meadow Glen Pkwy Westbound				
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 07:15 AM																			
07:15 AM	2	310	11	2	325	10	285	6	6	307	25	2	8	35	12	2	6	20	687
07:30 AM	5	267	24	2	298	10	339	8	3	360	16	5	0	21	11	2	3	16	695
07:45 AM	1	287	19	1	308	7	301	6	7	321	6	3	3	12	10	0	1	11	652
08:00 AM	5	284	6	0	295	8	325	6	12	351	11	2	3	16	14	2	3	19	681
Total Volume	13	1148	60	5	1226	35	1250	26	28	1339	58	12	14	84	47	6	13	66	2715
% App. Total	1.1	93.6	4.9	0.4		2.6	93.4	1.9	2.1		69	14.3	16.7		71.2	9.1	19.7		
PHF	.650	.926	.625	.625	.943	.875	.922	.813	.583	.930	.580	.600	.438	.600	.839	.750	.542	.825	.977
Cars & Buses	13	1099	57	5	1174	34	1177	25	28	1264	58	12	14	84	47	6	12	65	2587
% Cars & Buses	100	95.7	95.0	100	95.8	97.1	94.2	96.2	100	94.4	100	100	100	100	100	100	92.3	98.5	95.3
Trucks	0	49	3	0	52	1	73	1	0	75	0	0	0	0	0	0	1	1	128
% Trucks	0	4.3	5.0	0	4.2	2.9	5.8	3.8	0	5.6	0	0	0	0	0	0	7.7	1.5	4.7



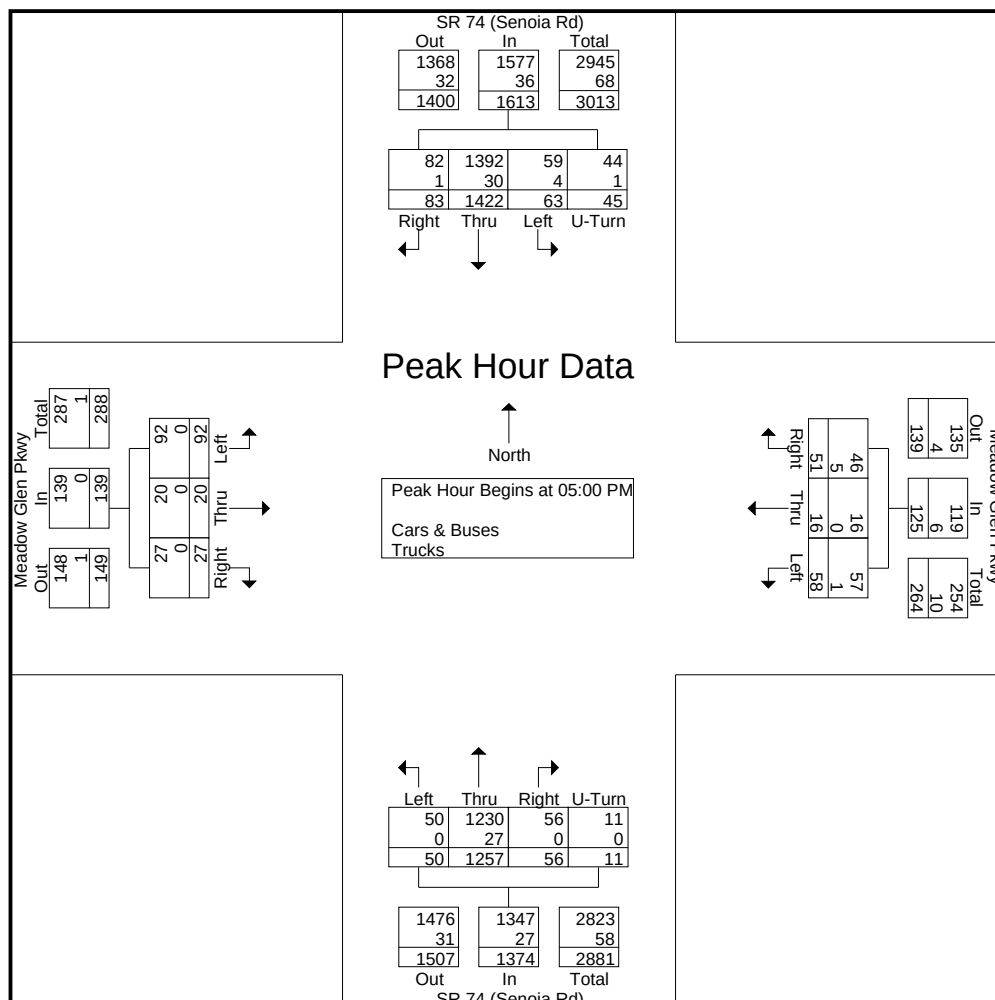
A & R Engineering, Inc.

2160 Kingston Court, Suite 'O'
Marietta, GA 30067

TMC Data
SR 74 (Senoia Rd) @ Meadow Glen Pkwy
7-9 am | 4-6 pm

File Name : 20240216
Site Code : 20240216
Start Date : 05-16-2024
Page No : 3

	SR 74 (Senoia Rd) Northbound					SR 74 (Senoia Rd) Southbound					Meadow Glen Pkwy Eastbound				Meadow Glen Pkwy Westbound				
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 05:00 PM																			
05:00 PM	9	293	11	2	315	16	349	18	9	392	28	4	2	34	13	2	11	26	767
05:15 PM	8	319	11	1	339	11	329	25	14	379	14	5	9	28	17	5	12	34	780
05:30 PM	16	327	15	4	362	19	357	26	11	413	28	4	5	37	16	2	9	27	839
05:45 PM	17	318	19	4	358	17	387	14	11	429	22	7	11	40	12	7	19	38	865
Total Volume	50	1257	56	11	1374	63	1422	83	45	1613	92	20	27	139	58	16	51	125	3251
% App. Total	3.6	91.5	4.1	0.8		3.9	88.2	5.1	2.8		66.2	14.4	19.4		46.4	12.8	40.8		
PHF	.735	.961	.737	.688	.949	.829	.919	.798	.804	.940	.821	.714	.614	.869	.853	.571	.671	.822	.940
Cars & Buses	50	1230	56	11	1347	59	1392	82	44	1577	92	20	27	139	57	16	46	119	3182
% Cars & Buses	100	97.9	100	100	98.0	93.7	97.9	98.8	97.8	97.8	100	100	100	100	98.3	100	90.2	95.2	97.9
Trucks	0	27	0	0	27	4	30	1	1	36	0	0	0	0	1	0	5	6	69
% Trucks	0	2.1	0	0	2.0	6.3	2.1	1.2	2.2	2.2	0	0	0	0	1.7	0	9.8	4.8	2.1



A & R Engineering, Inc.

2160 Kingston Court, Suite 'O'
Marietta, GA 30067

TMC Data

SR 74 (Senoia Rd) @ Milam Rd-Landrum Rd
7-9 am | 4-6 pm

File Name : 20240217
Site Code : 20240217
Start Date : 05-16-2024
Page No : 1

Groups Printed- Cars & Buses - Trucks

	SR 74 (Senoia Rd) Northbound					SR 74 (Senoia Rd) Southbound					Landrum Rd Eastbound				Milam Rd Westbound				
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	4	258	21	0	283	22	213	3	0	238	3	16	6	25	35	1	15	51	597
07:15 AM	10	288	42	0	340	28	232	6	3	269	4	13	5	22	49	7	22	78	709
07:30 AM	8	337	45	1	391	31	331	7	1	370	8	9	6	23	43	11	21	75	859
07:45 AM	13	265	35	0	313	34	297	1	5	337	12	10	1	23	41	10	22	73	746
Total	35	1148	143	1	1327	115	1073	17	9	1214	27	48	18	93	168	29	80	277	2911
08:00 AM	11	287	21	0	319	37	345	3	2	387	3	8	11	22	39	11	15	65	793
08:15 AM	10	269	27	2	308	27	250	3	2	282	7	4	7	18	41	8	26	75	683
08:30 AM	5	268	23	1	297	34	276	7	1	318	8	7	5	20	35	6	10	51	686
08:45 AM	5	242	18	3	268	27	280	10	2	319	3	9	1	13	37	4	17	58	658
Total	31	1066	89	6	1192	125	1151	23	7	1306	21	28	24	73	152	29	68	249	2820
09:00 AM	0	15	0	0	15	0	24	1	0	25	0	0	0	0	1	0	1	2	42
*** BREAK ***																			
Total	0	15	0	0	15	0	24	1	0	25	0	0	0	0	1	0	1	2	42
*** BREAK ***																			
04:00 PM	7	346	31	6	390	38	305	9	5	357	15	23	10	48	53	16	13	82	877
04:15 PM	9	356	28	7	400	46	352	13	10	421	14	21	8	43	49	8	19	76	940
04:30 PM	8	331	26	2	367	49	289	11	13	362	9	20	3	32	57	14	12	83	844
04:45 PM	10	264	31	8	313	55	336	13	14	418	11	15	8	34	53	15	15	83	848
Total	34	1297	116	23	1470	188	1282	46	42	1558	49	79	29	157	212	53	59	324	3509
05:00 PM	12	265	28	7	312	61	280	14	16	371	8	18	6	32	51	17	18	86	801
05:15 PM	15	293	33	6	347	58	275	12	15	360	10	19	8	37	58	15	17	90	834
05:30 PM	13	307	29	5	354	63	298	11	17	389	9	14	4	27	61	16	13	90	860
05:45 PM	8	299	32	8	347	69	326	9	13	417	7	16	7	30	55	19	15	89	883
Total	48	1164	122	26	1360	251	1179	46	61	1537	34	67	25	126	225	67	63	355	3378
Grand Total	148	4690	470	56	5364	679	4709	133	119	5640	131	222	96	449	758	178	271	1207	12660
Apprch %	2.8	87.4	8.8	1		12	83.5	2.4	2.1		29.2	49.4	21.4		62.8	14.7	22.5		
Total %	1.2	37	3.7	0.4	42.4	5.4	37.2	1.1	0.9	44.5	1	1.8	0.8	3.5	6	1.4	2.1	9.5	
Cars & Buses	145	4529	467	56	5197	678	4541	129	118	5466	128	220	94	442	754	177	267	1198	12303
% Cars & Buses	98	96.6	99.4	100	96.9	99.9	96.4	97	99.2	96.9	97.7	99.1	97.9	98.4	99.5	99.4	98.5	99.3	97.2
Trucks	3	161	3	0	167	1	168	4	1	174	3	2	2	7	4	1	4	9	357
% Trucks	2	3.4	0.6	0	3.1	0.1	3.6	3	0.8	3.1	2.3	0.9	2.1	1.6	0.5	0.6	1.5	0.7	2.8

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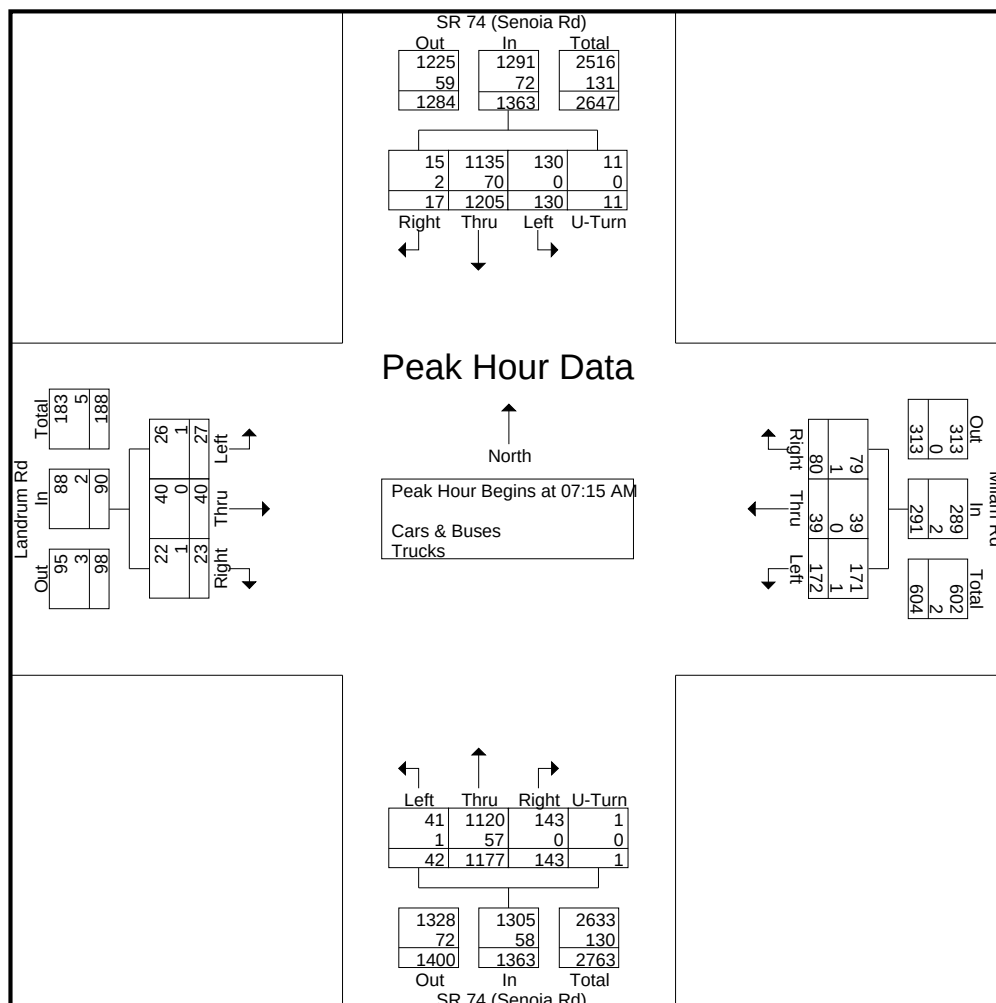
2160 Kingston Court, Suite 'O'
Marietta, GA 30067

TMC Data

SR 74 (Senoia Rd) @ Milam Rd-Landrum Rd
7-9 am | 4-6 pm

File Name : 20240217
Site Code : 20240217
Start Date : 05-16-2024
Page No : 2

	SR 74 (Senoia Rd) Northbound					SR 74 (Senoia Rd) Southbound					Landrum Rd Eastbound				Milam Rd Westbound				
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 07:15 AM																			
07:15 AM	10	288	42	0	340	28	232	6	3	269	4	13	5	22	49	7	22	78	709
07:30 AM	8	337	45	1	391	31	331	7	1	370	8	9	6	23	43	11	21	75	859
07:45 AM	13	265	35	0	313	34	297	1	5	337	12	10	1	23	41	10	22	73	746
08:00 AM	11	287	21	0	319	37	345	3	2	387	3	8	11	22	39	11	15	65	793
Total Volume	42	1177	143	1	1363	130	1205	17	11	1363	27	40	23	90	172	39	80	291	3107
% App. Total	3.1	86.4	10.5	0.1		9.5	88.4	1.2	0.8		30	44.4	25.6		59.1	13.4	27.5		
PHF	.808	.873	.794	.250	.871	.878	.873	.607	.550	.880	.563	.769	.523	.978	.878	.886	.909	.933	.904
Cars & Buses	41	1120	143	1	1305	130	1135	15	11	1291	26	40	22	88	171	39	79	289	2973
% Cars & Buses	97.6	95.2	100	100	95.7	100	94.2	88.2	100	94.7	96.3	100	95.7	97.8	99.4	100	98.8	99.3	95.7
Trucks	1	57	0	0	58	0	70	2	0	72	1	0	1	2	1	0	1	2	134
% Trucks	2.4	4.8	0	0	4.3	0	5.8	11.8	0	5.3	3.7	0	4.3	2.2	0.6	0	1.3	0.7	4.3



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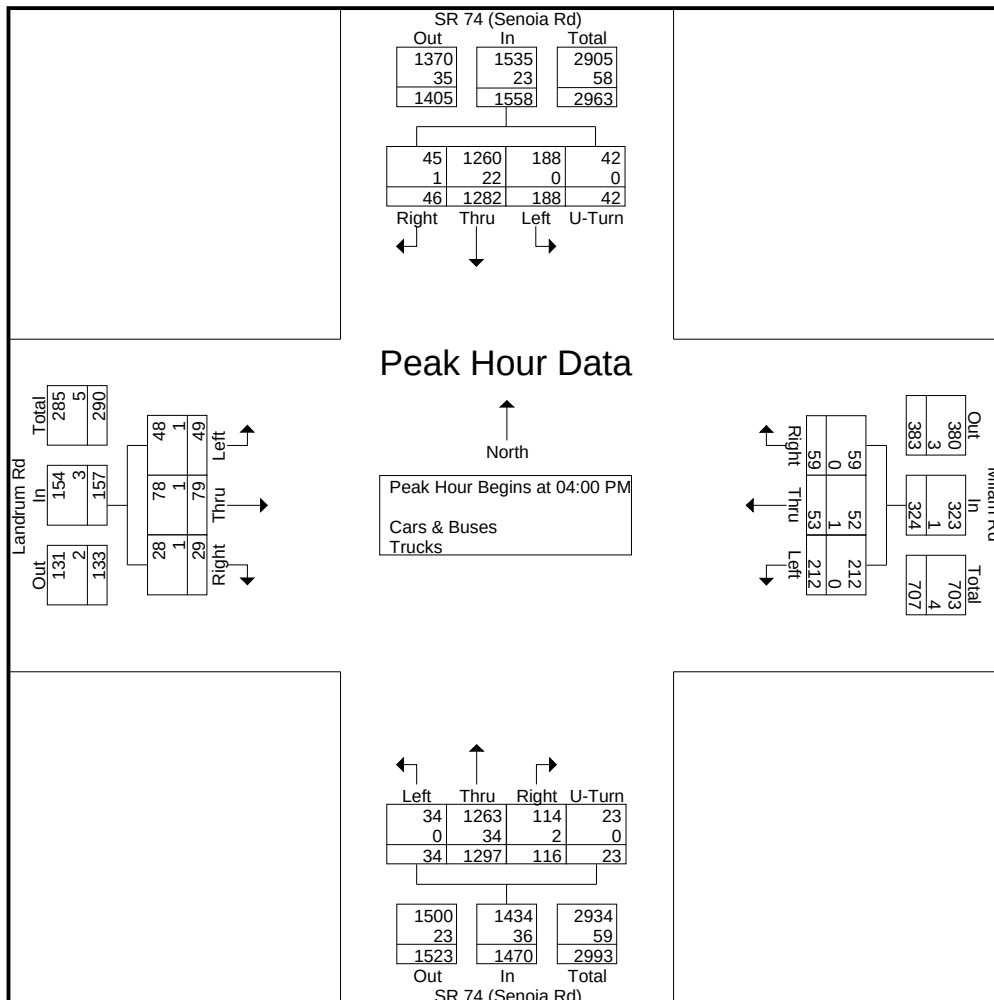
2160 Kingston Court, Suite 'O'
Marietta, GA 30067

TMC Data

SR 74 (Senoia Rd) @ Milam Rd-Landrum Rd
7-9 am | 4-6 pm

File Name : 20240217
Site Code : 20240217
Start Date : 05-16-2024
Page No : 3

	SR 74 (Senoia Rd) Northbound					SR 74 (Senoia Rd) Southbound					Landrum Rd Eastbound				Milam Rd Westbound				
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 04:00 PM																			
04:00 PM	7	346	31	6	390	38	305	9	5	357	15	23	10	48	53	16	13	82	877
04:15 PM	9	356	28	7	400	46	352	13	10	421	14	21	8	43	49	8	19	76	940
04:30 PM	8	331	26	2	367	49	289	11	13	362	9	20	3	32	57	14	12	83	844
04:45 PM	10	264	31	8	313	55	336	13	14	418	11	15	8	34	53	15	15	83	848
Total Volume	34	1297	116	23	1470	188	1282	46	42	1558	49	79	29	157	212	53	59	324	3509
% App. Total	2.3	88.2	7.9	1.6		12.1	82.3	3	2.7		31.2	50.3	18.5		65.4	16.4	18.2		
PHF	.850	.911	.935	.719	.919	.855	.911	.885	.750	.925	.817	.859	.725	.818	.930	.828	.776	.976	.933
Cars & Buses	34	1263	114	23	1434	188	1260	45	42	1535	48	78	28	154	212	52	59	323	3446
% Cars & Buses	100	97.4	98.3	100	97.6	100	98.3	97.8	100	98.5	98.0	98.7	96.6	98.1	100	98.1	100	99.7	98.2
Trucks	0	34	2	0	36	0	22	1	0	23	1	1	1	3	0	1	0	1	63
% Trucks	0	2.6	1.7	0	2.4	0	1.7	2.2	0	1.5	2.0	1.3	3.4	1.9	0	1.9	0	0.3	1.8



A & R Engineering, Inc.

2160 Kingston Court Suite '0'
Marietta, GA 30067

TMC Data
Meadow Glen Pkwy @ Cambridge Faire
Apartment Drwy
7-9 am | 4-6 pm

File Name : 20240218
Site Code : 20240218
Start Date : 05-16-2024
Page No : 1

Groups Printed- Cars, Buses & Trucks

	Northbound				Cambridge Faire Apartment Drwy Southbound				Meadow Glen Parkway Eastbound				Meadow Glen Parkway Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	9	0	1	10	1	13	0	14	0	4	4	8	32
07:15 AM	0	0	0	0	8	0	1	9	0	16	0	16	0	6	4	10	35
07:30 AM	0	0	0	0	18	0	1	19	0	17	0	17	0	9	3	12	48
07:45 AM	0	0	0	0	7	0	1	8	0	17	0	17	0	5	6	11	36
Total	0	0	0	0	42	0	4	46	1	63	0	64	0	24	17	41	151
08:00 AM	0	0	0	0	6	0	0	6	1	7	0	8	0	7	3	10	24
08:15 AM	0	0	0	0	6	0	2	8	0	10	0	10	0	7	1	8	26
08:30 AM	0	0	0	0	5	0	0	5	0	8	0	8	0	7	5	12	25
08:45 AM	0	0	0	0	7	0	1	8	3	8	0	11	0	4	4	8	27
Total	0	0	0	0	24	0	3	27	4	33	0	37	0	25	13	38	102
*** BREAK ***																	
04:00 PM	0	0	0	0	7	0	0	7	1	19	0	20	0	7	6	13	40
04:15 PM	0	0	0	0	5	0	1	6	1	12	0	13	0	17	4	21	40
04:30 PM	0	0	0	0	5	0	1	6	1	11	0	12	0	11	13	24	42
04:45 PM	0	0	0	0	7	0	0	7	0	15	0	15	0	13	7	20	42
Total	0	0	0	0	24	0	2	26	3	57	0	60	0	48	30	78	164
05:00 PM	0	0	0	0	5	0	1	6	1	13	0	14	0	7	9	16	36
05:15 PM	0	0	0	0	4	0	0	4	0	18	0	18	0	23	6	29	51
05:30 PM	0	0	0	0	5	0	0	5	1	11	0	12	0	17	15	32	49
05:45 PM	0	0	0	0	7	0	2	9	3	10	0	13	0	17	11	28	50
Total	0	0	0	0	21	0	3	24	5	52	0	57	0	64	41	105	186
Grand Total	0	0	0	0	111	0	12	123	13	205	0	218	0	161	101	262	603
Apprch %	0	0	0		90.2	0	9.8		6	94	0		0	61.5	38.5		
Total %	0	0	0	0	18.4	0	2	20.4	2.2	34	0	36.2	0	26.7	16.7	43.4	

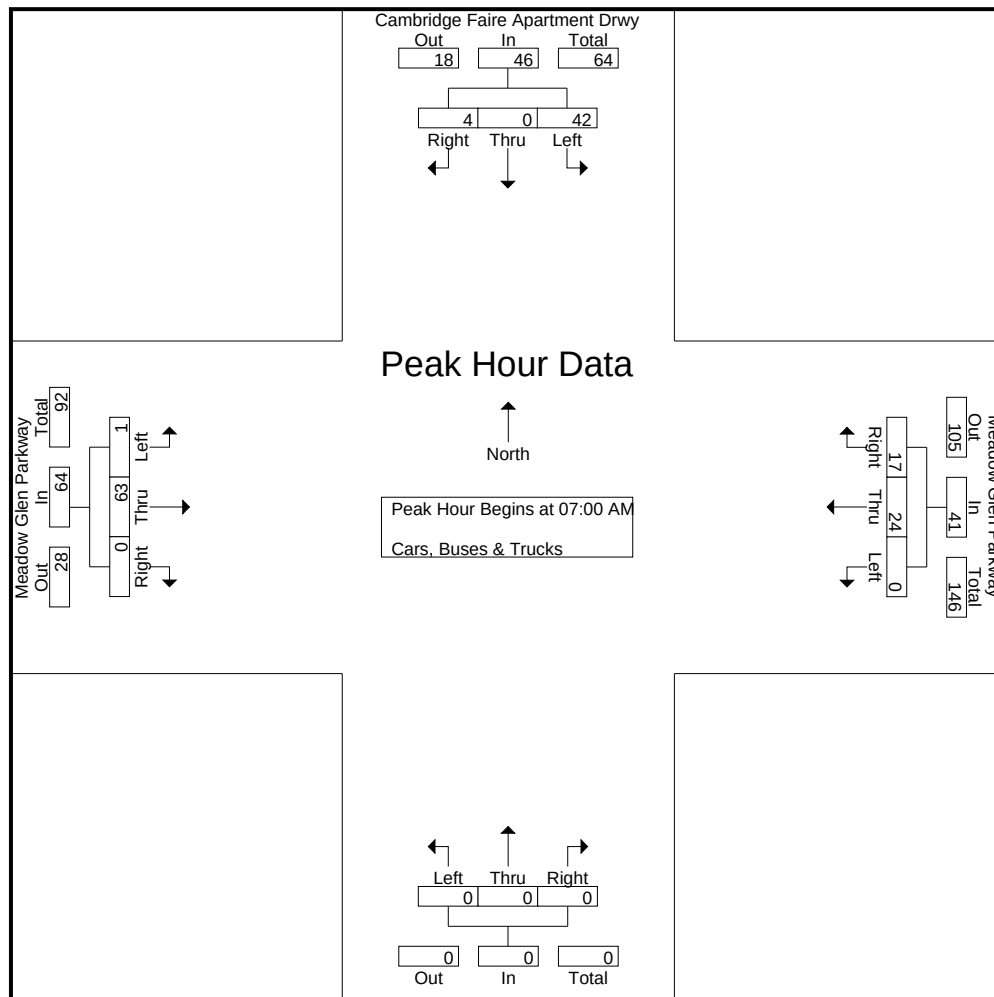
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2160 Kingston Court Suite '0'
Marietta, GA 30067

TMC Data
Meadow Glen Pkwy @ Cambridge Faire
Apartment Drwy
7-9 am | 4-6 pm

File Name : 20240218
Site Code : 20240218
Start Date : 05-16-2024
Page No : 2

	Northbound				Cambridge Faire Apartment Drwy Southbound				Meadow Glen Parkway Eastbound				Meadow Glen Parkway Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:00 AM																	
07:00 AM	0	0	0	0	9	0	1	10	1	13	0	14	0	4	4	8	32
07:15 AM	0	0	0	0	8	0	1	9	0	16	0	16	0	6	4	10	35
07:30 AM	0	0	0	0	18	0	1	19	0	17	0	17	0	9	3	12	48
07:45 AM	0	0	0	0	7	0	1	8	0	17	0	17	0	5	6	11	36
Total Volume	0	0	0	0	42	0	4	46	1	63	0	64	0	24	17	41	151
% App. Total	0	0	0		91.3	0	8.7		1.6	98.4	0		0	58.5	41.5		
PHF	.000	.000	.000	.000	.583	.000	1.00	.605	.250	.926	.000	.941	.000	.667	.708	.854	.786



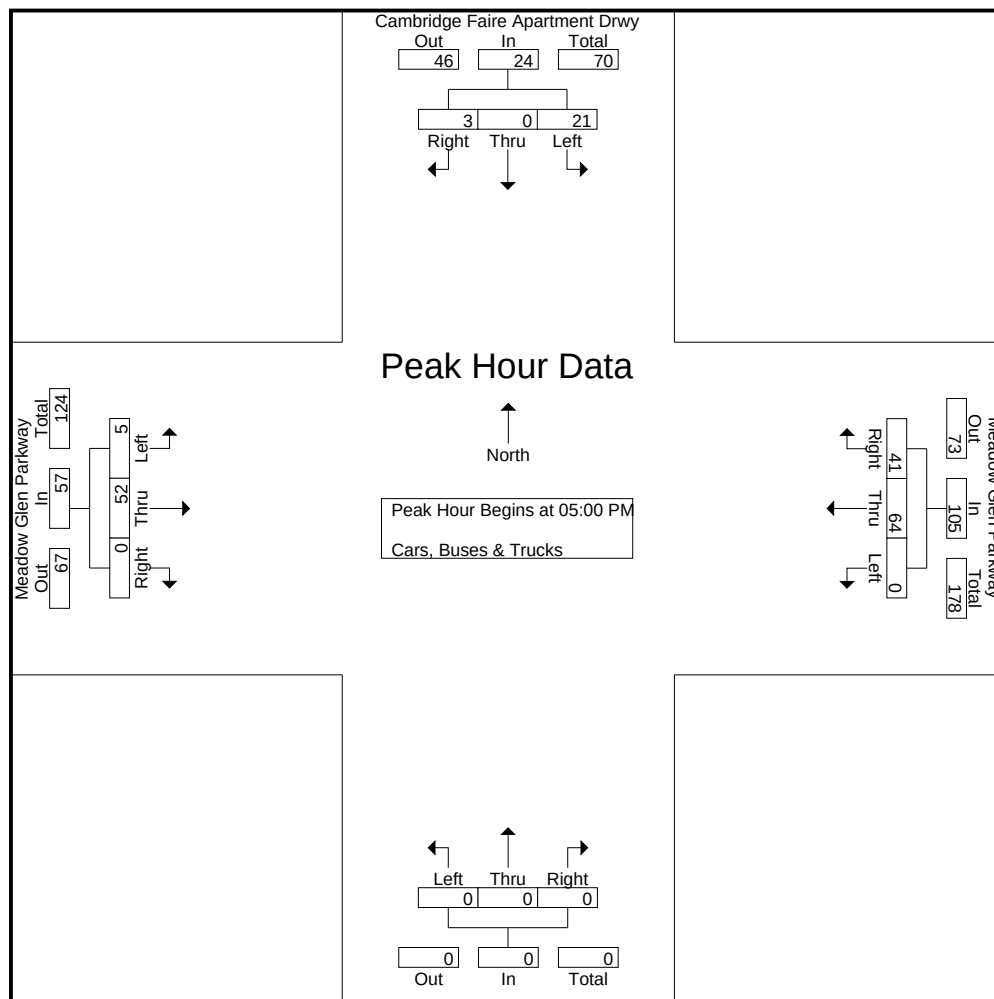
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TMC Data
Meadow Glen Pkwy @ Cambridge Faire
Apartment Drwy
7-9 am | 4-6 pm

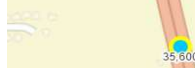
File Name : 20240218
Site Code : 20240218
Start Date : 05-16-2024
Page No : 3

	Northbound				Cambridge Faire Apartment Drwy Southbound				Meadow Glen Parkway Eastbound				Meadow Glen Parkway Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	0	0	0	0	5	0	1	6	1	13	0	14	0	7	9	16	36
05:15 PM	0	0	0	0	4	0	0	4	0	18	0	18	0	23	6	29	51
05:30 PM	0	0	0	0	5	0	0	5	1	11	0	12	0	17	15	32	49
05:45 PM	0	0	0	0	7	0	2	9	3	10	0	13	0	17	11	28	50
Total Volume	0	0	0	0	21	0	3	24	5	52	0	57	0	64	41	105	186
% App. Total	0	0	0		87.5	0	12.5		8.8	91.2	0		0	61	39		
PHF	.000	.000	.000	.000	.750	.000	.375	.667	.417	.722	.000	.792	.000	.696	.683	.820	.912



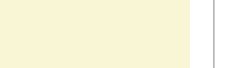
LINEAR REGRESSION OF DAILY TRAFFIC

Location	Traffic Counter	RCLINK	2017	2018	2019	2021	2022
SR 74/Senoia Rd (S of Meadow Glen Pkwy)	121-0278	00007400	37,400	41,200	41,500	36,400	35,600



35,600

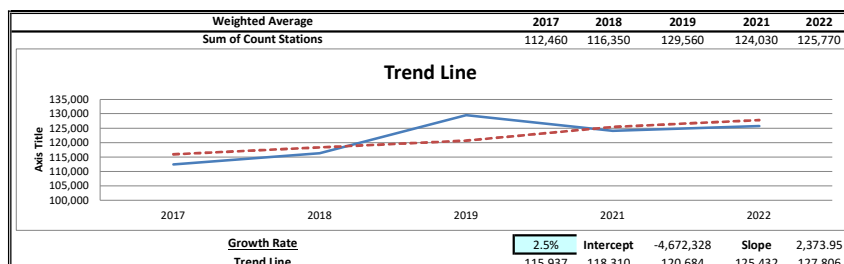
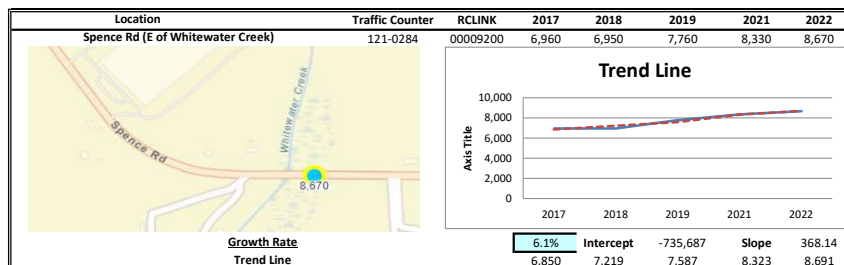
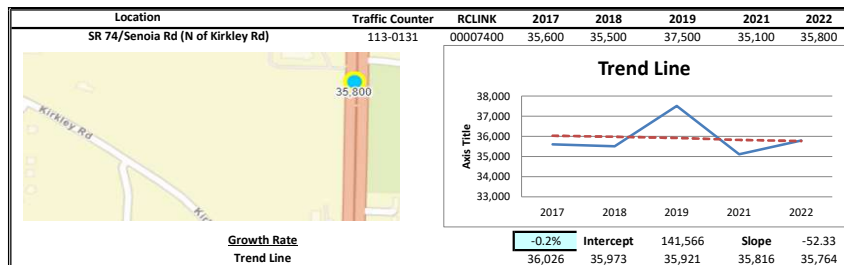
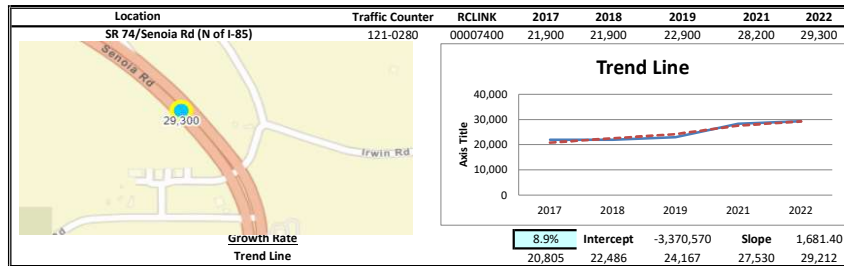
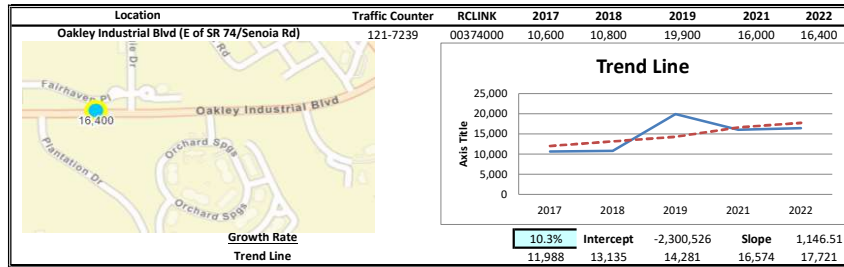
Trend Line



Year	Traffic Volume
2017	37,400
2018	41,200
2019	41,500
2021	36,400
2022	35,600

Growth Rate
Trend Line

-2.5%	Intercept	1,592,888	Slope	-769.77
40,267	39,498	38,728	37,188	36,419



EXISTING INTERSECTION ANALYSIS

Timings
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

1a. Existing 2024 AM
05/29/2024

	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↖	↗	↖	↖	↗	↖	↖	↗	↖
Traffic Volume (vph)	58	12	47	6	13	18	1148	60	63	1250	26
Future Volume (vph)	58	12	47	6	13	18	1148	60	63	1250	26
Lane Group Flow (vph)	0	85	48	6	13	18	1171	61	64	1276	27
Turn Type	Perm	NA	Perm	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8		1	6		5	2	
Permitted Phases	4		8		8	6		6	2		2
Detector Phase	4	4	8	8	8	1	6	6	5	2	2
Switch Phase											
Minimum Initial (s)	6.0	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	48.5	48.5	49.5	49.5	49.5	15.0	30.5	30.5	15.0	31.5	31.5
Total Split (s)	49.0	49.0	49.0	49.0	49.0	15.0	56.0	56.0	15.0	56.0	56.0
Total Split (%)	40.8%	40.8%	40.8%	40.8%	40.8%	12.5%	46.7%	46.7%	12.5%	46.7%	46.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag						Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?						Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.57	0.37	0.03	0.06	0.05	0.44	0.05	0.17	0.47	0.02
Control Delay		60.7	57.4	46.8	0.5	4.4	6.8	2.5	3.7	6.5	0.0
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		60.7	57.4	46.8	0.5	4.4	6.8	2.5	3.7	6.5	0.0
Queue Length 50th (ft)		57	35	4	0	2	98	0	8	123	0
Queue Length 95th (ft)		107	72	17	0	m6	202	m10	20	303	0
Internal Link Dist (ft)		414		332			1348			908	
Turn Bay Length (ft)			125			1000		305	300		170
Base Capacity (vph)		537	497	688	626	415	2642	1188	419	2736	1262
Starvation Cap Reductn		0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.16	0.10	0.01	0.02	0.04	0.44	0.05	0.15	0.47	0.02

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

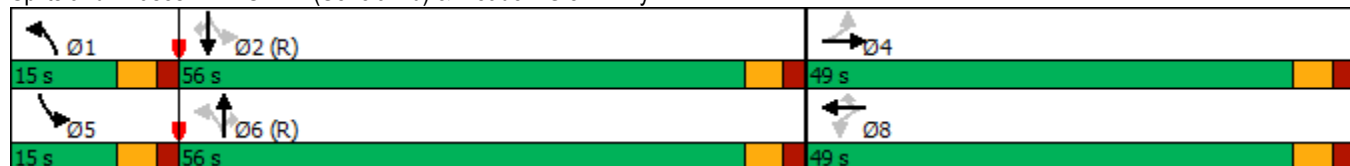
Offset: 22 (18%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 110

Control Type: Actuated-Coordinated

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

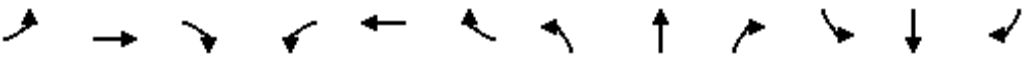


HCM 6th Signalized Intersection Summary

1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

1a. Existing 2024 AM

05/29/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↑	↔	↔	↑↑	↔	↔	↑↑	↔
Traffic Volume (veh/h)	58	12	14	47	6	13	18	1148	60	63	1250	26
Future Volume (veh/h)	58	12	14	47	6	13	18	1148	60	63	1250	26
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1900	1900	1900	1900	1900	1885	1900	1841	1826	1856	1811	1841
Adj Flow Rate, veh/h	59	12	14	48	6	0	18	1171	0	64	1276	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	0	0	0	0	0	1	0	4	5	3	6	4
Cap, veh/h	125	20	19	169	141		373	2628		423	2648	
Arrive On Green	0.07	0.07	0.07	0.07	0.07	0.00	0.02	0.75	0.00	0.04	0.77	0.00
Sat Flow, veh/h	1004	272	251	1407	1900	1598	1810	3497	1547	1767	3441	1560
Grp Volume(v), veh/h	85	0	0	48	6	0	18	1171	0	64	1276	0
Grp Sat Flow(s),veh/h/ln	1527	0	0	1407	1900	1598	1810	1749	1547	1767	1721	1560
Q Serve(g_s), s	6.1	0.0	0.0	0.0	0.4	0.0	0.3	15.0	0.0	1.0	16.3	0.0
Cycle Q Clear(g_c), s	6.5	0.0	0.0	3.7	0.4	0.0	0.3	15.0	0.0	1.0	16.3	0.0
Prop In Lane	0.69		0.16	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	164	0	0	169	141		373	2628		423	2648	
V/C Ratio(X)	0.52	0.00	0.00	0.28	0.04		0.05	0.45		0.15	0.48	
Avail Cap(c_a), veh/h	600	0	0	575	689		482	2628		498	2648	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	54.4	0.0	0.0	53.1	51.6	0.0	4.1	5.6	0.0	3.9	5.1	0.0
Incr Delay (d2), s/veh	2.5	0.0	0.0	0.9	0.1	0.0	0.1	0.5	0.0	0.2	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.7	0.0	0.0	1.4	0.2	0.0	0.1	4.0	0.0	0.2	4.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	56.9	0.0	0.0	54.0	51.7	0.0	4.1	6.1	0.0	4.0	5.7	0.0
LnGrp LOS	E	A	A	D	D		A	A		A	A	
Approach Vol, veh/h	85			54			1189			1340		
Approach Delay, s/veh	56.9			53.8			6.1			5.6		
Approach LOS	E			D			A			A		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.8	97.8		14.4	9.9	95.7		14.4				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	50.5		43.5	9.5	50.5		43.5				
Max Q Clear Time (g_c+l1), s	2.3	18.3		8.5	3.0	17.0		5.7				
Green Ext Time (p_c), s	0.0	18.6		0.5	0.0	17.1		0.1				

Intersection Summary

HCM 6th Ctrl Delay	8.4
HCM 6th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Timings
2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

1a. Existing 2024 AM
05/29/2024

	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group										
Lane Configurations		↔		↔	↖	↗	↖	↖	↗	↖
Traffic Volume (vph)	27	40	172	39	43	1177	143	141	1205	17
Future Volume (vph)	27	40	172	39	43	1177	143	141	1205	17
Lane Group Flow (vph)	0	100	0	323	48	1308	159	157	1339	19
Turn Type	Perm	NA	Perm	NA	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8	1	6		5	2	
Permitted Phases	4		8		6		6	2		2
Detector Phase	4	4	8	8	1	6	6	5	2	2
Switch Phase										
Minimum Initial (s)	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	31.5	31.5	30.5	30.5	15.0	28.5	28.5	15.0	28.5	28.5
Total Split (s)	41.0	41.0	41.0	41.0	15.0	63.0	63.0	16.0	64.0	64.0
Total Split (%)	34.2%	34.2%	34.2%	34.2%	12.5%	52.5%	52.5%	13.3%	53.3%	53.3%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag					Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?					Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.25		0.89	0.22	0.72	0.17	0.63	0.69	0.02
Control Delay		30.1		66.1	11.5	25.5	4.6	31.8	18.5	0.1
Queue Delay		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		30.1		66.1	11.5	25.5	4.6	31.8	18.5	0.1
Queue Length 50th (ft)		51		226	13	407	9	47	268	0
Queue Length 95th (ft)		95		#358	30	531	46	146	312	m0
Internal Link Dist (ft)		747		818		1030			1305	
Turn Bay Length (ft)					345		230	350		200
Base Capacity (vph)		462		419	262	1821	919	269	1937	851
Starvation Cap Reductn		0		0	0	0	0	0	0	0
Spillback Cap Reductn		0		0	0	0	0	0	0	0
Storage Cap Reductn		0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.22		0.77	0.18	0.72	0.17	0.58	0.69	0.02

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 90

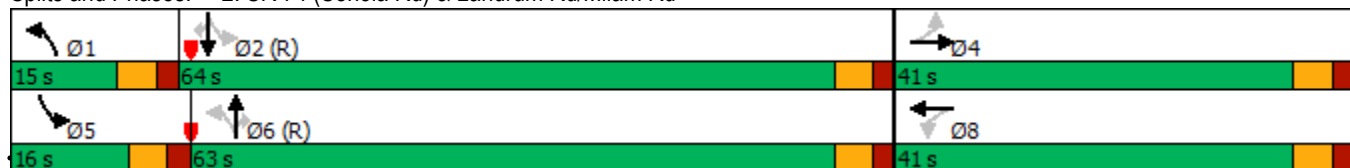
Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd



A&R Engineering, Inc.
24-095 - 8055 Senoia Road Mixed-Use Development - Fairburn, GA

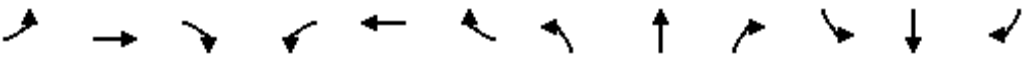
Synchro 11 Report
Page 3

HCM 6th Signalized Intersection Summary

2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

1a. Existing 2024 AM

05/29/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↕	↕	↔	↕	↕
Traffic Volume (veh/h)	27	40	23	172	39	80	43	1177	143	141	1205	17
Future Volume (veh/h)	27	40	23	172	39	80	43	1177	143	141	1205	17
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1841	1900	1841	1885	1900	1885	1870	1826	1900	1900	1811	1722
Adj Flow Rate, veh/h	30	44	0	191	43	89	48	1308	159	157	1339	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	4	0	4	1	0	1	2	5	0	0	6	12
Cap, veh/h	167	230		258	47	98	260	2012	934	274	2062	
Arrive On Green	0.23	0.23	0.00	0.23	0.23	0.23	0.03	0.58	0.58	0.05	0.60	0.00
Sat Flow, veh/h	544	999	0	912	205	425	1781	3469	1610	1810	3441	1459
Grp Volume(v), veh/h	74	0	0	323	0	0	48	1308	159	157	1339	0
Grp Sat Flow(s),veh/h/ln	1543	0	0	1542	0	0	1781	1735	1610	1810	1721	1459
Q Serve(g_s), s	0.0	0.0	0.0	20.4	0.0	0.0	1.3	30.5	5.5	4.2	30.6	0.0
Cycle Q Clear(g_c), s	4.0	0.0	0.0	24.4	0.0	0.0	1.3	30.5	5.5	4.2	30.6	0.0
Prop In Lane	0.41		0.00	0.59		0.28	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	397	0		403	0	0	260	2012	934	274	2062	
V/C Ratio(X)	0.19	0.00		0.80	0.00	0.00	0.18	0.65	0.17	0.57	0.65	
Avail Cap(c_a), veh/h	502	0		501	0	0	341	2012	934	338	2062	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	37.0	0.0	0.0	44.6	0.0	0.0	13.0	17.0	11.7	15.7	15.8	0.0
Incr Delay (d2), s/veh	0.2	0.0	0.0	7.4	0.0	0.0	0.3	1.6	0.4	1.9	1.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.0	0.0	10.0	0.0	0.0	0.5	11.0	1.9	1.6	10.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	37.2	0.0	0.0	52.0	0.0	0.0	13.4	18.6	12.1	17.5	17.4	0.0
LnGrp LOS	D	A		D	A	A	B	B	B	B	B	
Approach Vol, veh/h	74			323			1515			1496		
Approach Delay, s/veh	37.2			52.0			17.8			17.4		
Approach LOS	D			D			B			B		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.5	77.4		33.1	11.8	75.1		33.1				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	58.5		35.5	10.5	57.5		35.5				
Max Q Clear Time (g_c+I1), s	3.3	32.6		6.0	6.2	32.5		26.4				
Green Ext Time (p_c), s	0.0	16.9		0.3	0.1	17.2		1.3				

Intersection Summary

HCM 6th Ctrl Delay	21.3
HCM 6th LOS	C

Notes

Unsignalized Delay for [EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection						
Int Delay, s/veh	2.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	63	24	17	42	4
Future Vol, veh/h	1	63	24	17	42	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	105	-	-	165	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	1	80	30	22	53	5
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	52	0	-	0	112	30
Stage 1	-	-	-	-	30	-
Stage 2	-	-	-	-	82	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1567	-	-	-	890	1050
Stage 1	-	-	-	-	998	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1567	-	-	-	889	1050
Mov Cap-2 Maneuver	-	-	-	-	889	-
Stage 1	-	-	-	-	997	-
Stage 2	-	-	-	-	946	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		9.3		
HCM LOS	A					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1567	-	-	-	901	
HCM Lane V/C Ratio	0.001	-	-	-	0.065	
HCM Control Delay (s)	7.3	-	-	-	9.3	
HCM Lane LOS	A	-	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.2	

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	105	41	2	2	2
Future Vol, veh/h	2	105	41	2	2	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	114	45	2	2	2

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	47	0	0 164 46
Stage 1	-	-	- 46 -
Stage 2	-	-	- 118 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1560	-	- 827 1023
Stage 1	-	-	- 976 -
Stage 2	-	-	- 907 -
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	1560	-	- 826 1023
Mov Cap-2 Maneuver	-	-	- 826 -
Stage 1	-	-	- 975 -
Stage 2	-	-	- 907 -

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1560	-	-	-	914
HCM Lane V/C Ratio	0.001	-	-	-	0.005
HCM Control Delay (s)	7.3	0	-	-	9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Timings
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

1b. Existing 2024 PM
05/29/2024

											
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations											
Traffic Volume (vph)	92	20	58	16	51	61	1257	56	108	1422	83
Future Volume (vph)	92	20	58	16	51	61	1257	56	108	1422	83
Lane Group Flow (vph)	0	148	62	17	54	65	1337	60	115	1513	88
Turn Type	Perm	NA	Perm	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8		1	6		5	2	
Permitted Phases	4		8		8	6		6	2		2
Detector Phase	4	4	8	8	8	1	6	6	5	2	2
Switch Phase											
Minimum Initial (s)	6.0	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	48.5	48.5	49.5	49.5	49.5	15.0	30.5	30.5	15.0	31.5	31.5
Total Split (s)	50.0	50.0	50.0	50.0	50.0	15.0	55.0	55.0	15.0	55.0	55.0
Total Split (%)	41.7%	41.7%	41.7%	41.7%	41.7%	12.5%	45.8%	45.8%	12.5%	45.8%	45.8%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag						Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?						Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.69	0.36	0.06	0.20	0.26	0.58	0.06	0.40	0.62	0.08
Control Delay		61.4	50.9	42.2	6.9	5.6	7.9	1.1	8.2	13.5	3.1
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		61.4	50.9	42.2	6.9	5.6	7.9	1.1	8.2	13.5	3.1
Queue Length 50th (ft)		102	44	12	0	0	64	0	18	324	4
Queue Length 95th (ft)		163	83	31	22	m3	m620	m7	43	505	26
Internal Link Dist (ft)		414		332			1348			908	
Turn Bay Length (ft)			125			1000		305	300		170
Base Capacity (vph)		549	460	704	590	295	2320	1083	316	2425	1118
Starvation Cap Reductn		0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.27	0.13	0.02	0.09	0.22	0.58	0.06	0.36	0.62	0.08

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

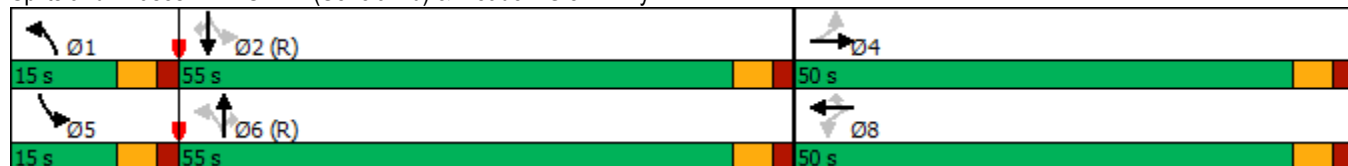
Offset: 71 (59%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 120

Control Type: Actuated-Coordinated

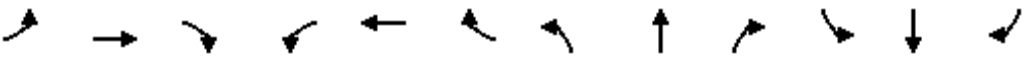
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: SR 74 (Senoia Rd) & Meadow Glen Pkwy



HCM 6th Signalized Intersection Summary
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

1b. Existing 2024 PM
05/29/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↑	↔	↔	↑↑	↔	↔	↑↑	↔
Traffic Volume (veh/h)	92	20	27	58	16	51	61	1257	56	108	1422	83
Future Volume (veh/h)	92	20	27	58	16	51	61	1257	56	108	1422	83
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1900	1900	1900	1870	1900	1752	1900	1870	1900	1811	1870	1885
Adj Flow Rate, veh/h	98	21	29	62	17	0	65	1337	0	115	1513	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	0	0	0	2	0	10	0	2	0	6	2	1
Cap, veh/h	165	30	35	219	235		296	2481		335	2495	
Arrive On Green	0.12	0.12	0.12	0.12	0.12	0.00	0.04	0.70	0.00	0.04	0.70	0.00
Sat Flow, veh/h	934	242	287	1355	1900	1485	1810	3554	1610	1725	3554	1598
Grp Volume(v), veh/h	148	0	0	62	17	0	65	1337	0	115	1513	0
Grp Sat Flow(s),veh/h/ln	1463	0	0	1355	1900	1485	1810	1777	1610	1725	1777	1598
Q Serve(g_s), s	11.0	0.0	0.0	0.0	0.9	0.0	1.2	21.8	0.0	2.2	26.5	0.0
Cycle Q Clear(g_c), s	11.9	0.0	0.0	5.4	0.9	0.0	1.2	21.8	0.0	2.2	26.5	0.0
Prop In Lane	0.66		0.20	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	231	0	0	219	235		296	2481		335	2495	
V/C Ratio(X)	0.64	0.00	0.00	0.28	0.07		0.22	0.54		0.34	0.61	
Avail Cap(c_a), veh/h	603	0	0	554	705		372	2481		401	2495	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	51.5	0.0	0.0	48.5	46.5	0.0	7.8	8.8	0.0	7.2	9.3	0.0
Incr Delay (d2), s/veh	3.0	0.0	0.0	0.7	0.1	0.0	0.4	0.8	0.0	0.6	1.1	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.6	0.0	0.0	1.8	0.5	0.0	0.4	6.8	0.0	0.6	8.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	54.5	0.0	0.0	49.2	46.6	0.0	8.2	9.6	0.0	7.8	10.4	0.0
LnGrp LOS	D	A	A	D	D		A	A		A	B	
Approach Vol, veh/h	148			79			1402			1628		
Approach Delay, s/veh	54.5			48.6			9.5			10.2		
Approach LOS	D			D			A			B		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.9	89.8		20.3	10.4	89.3		20.3				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	49.5		44.5	9.5	49.5		44.5				
Max Q Clear Time (g_c+I1), s	3.2	28.5		13.9	4.2	23.8		7.4				
Green Ext Time (p_c), s	0.0	16.0		0.9	0.1	16.8		0.3				

Intersection Summary

HCM 6th Ctrl Delay	12.9
HCM 6th LOS	B

Notes

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Timings
2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

1b. Existing 2024 PM
05/29/2024

										
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	49	79	212	53	57	1297	116	230	1282	46
Future Volume (vph)	49	79	212	53	57	1297	116	230	1282	46
Lane Group Flow (vph)	0	169	0	348	61	1395	125	247	1378	49
Turn Type	Perm	NA	Perm	NA	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8	1	6		5	2	
Permitted Phases	4		8		6		6	2		2
Detector Phase	4	4	8	8	1	6	6	5	2	2
Switch Phase										
Minimum Initial (s)	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	31.5	31.5	30.5	30.5	15.0	28.5	28.5	15.0	28.5	28.5
Total Split (s)	42.0	42.0	42.0	42.0	15.0	58.0	58.0	20.0	63.0	63.0
Total Split (%)	35.0%	35.0%	35.0%	35.0%	12.5%	48.3%	48.3%	16.7%	52.5%	52.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag					Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?					Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.38		0.95	0.31	0.87	0.16	0.91	0.74	0.06
Control Delay		34.0		76.7	15.0	37.7	7.1	57.3	26.4	4.0
Queue Delay		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		34.0		76.7	15.0	37.7	7.1	57.3	26.4	4.0
Queue Length 50th (ft)		96		253	18	521	14	139	534	6
Queue Length 95th (ft)		160		#437	36	#650	50	#282	642	m13
Internal Link Dist (ft)		747		818		1030			1305	
Turn Bay Length (ft)					345		230	350		200
Base Capacity (vph)		466		381	233	1595	770	281	1873	872
Starvation Cap Reductn		0		0	0	0	0	0	0	0
Spillback Cap Reductn		0		0	0	0	0	0	0	0
Storage Cap Reductn		0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.36		0.91	0.26	0.87	0.16	0.88	0.74	0.06

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 90

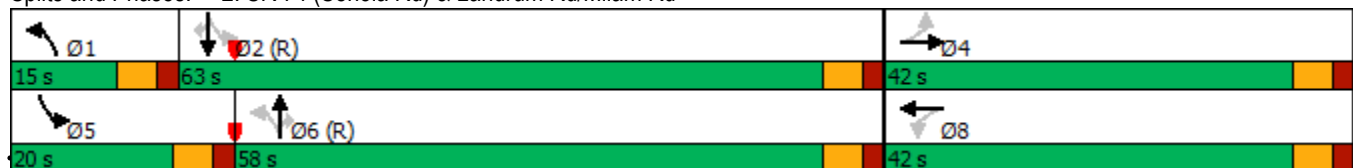
Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

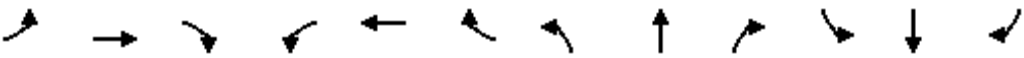


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24-095 - 8055 Senoia Road Mixed-Use Development - Fairburn, GA

Synchro 11 Report
Page 3

HCM 6th Signalized Intersection Summary
2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

1b. Existing 2024 PM
05/29/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↕	↕	↔	↕	↕
Traffic Volume (veh/h)	49	79	29	212	53	59	57	1297	116	230	1282	46
Future Volume (veh/h)	49	79	29	212	53	59	57	1297	116	230	1282	46
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1885	1856	1900	1870	1900	1900	1856	1870	1900	1870	1870
Adj Flow Rate, veh/h	53	85	0	228	57	63	61	1395	125	247	1378	0
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	1	3	0	2	0	0	3	2	0	2	2
Cap, veh/h	188	285		295	61	68	236	1801	810	277	1982	
Arrive On Green	0.27	0.27	0.00	0.27	0.27	0.27	0.04	0.51	0.51	0.08	0.56	0.00
Sat Flow, veh/h	543	1059	0	913	228	252	1810	3526	1585	1810	3554	1585
Grp Volume(v), veh/h	138	0	0	348	0	0	61	1395	125	247	1378	0
Grp Sat Flow(s),veh/h/ln	1603	0	0	1394	0	0	1810	1763	1585	1810	1777	1585
Q Serve(g_s), s	0.0	0.0	0.0	21.5	0.0	0.0	1.9	38.4	5.0	7.7	33.6	0.0
Cycle Q Clear(g_c), s	7.8	0.0	0.0	29.3	0.0	0.0	1.9	38.4	5.0	7.7	33.6	0.0
Prop In Lane	0.38		0.00	0.66		0.18	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	472	0		424	0	0	236	1801	810	277	1982	
V/C Ratio(X)	0.29	0.00		0.82	0.00	0.00	0.26	0.77	0.15	0.89	0.70	
Avail Cap(c_a), veh/h	529	0		475	0	0	314	1801	810	345	1982	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	34.8	0.0	0.0	43.1	0.0	0.0	16.6	23.8	15.6	25.0	19.2	0.0
Incr Delay (d2), s/veh	0.3	0.0	0.0	10.0	0.0	0.0	0.6	3.3	0.4	20.9	2.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.2	0.0	0.0	11.1	0.0	0.0	0.7	15.0	1.8	5.0	12.6	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	35.1	0.0	0.0	53.1	0.0	0.0	17.2	27.1	16.0	45.9	21.2	0.0
LnGrp LOS	D	A		D	A	A	B	C	B	D	C	
Approach Vol, veh/h	138			348			1581			1625		
Approach Delay, s/veh	35.1			53.1			25.8			25.0		
Approach LOS	D			D			C			C		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.8	72.4		37.7	15.5	66.8		37.7				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	57.5		36.5	14.5	52.5		36.5				
Max Q Clear Time (g_c+I1), s	3.9	35.6		9.8	9.7	40.4		31.3				
Green Ext Time (p_c), s	0.0	15.4		0.7	0.3	9.8		0.9				

Intersection Summary

HCM 6th Ctrl Delay	28.4
HCM 6th LOS	C

Notes

Unsignalized Delay for [EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	5	52	64	41	21	3
Future Vol, veh/h	5	52	64	41	21	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	105	-	-	165	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	5	57	70	45	23	3
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	115	0	-	0	137	70
Stage 1	-	-	-	-	70	-
Stage 2	-	-	-	-	67	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1487	-	-	-	861	998
Stage 1	-	-	-	-	958	-
Stage 2	-	-	-	-	961	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1487	-	-	-	858	998
Mov Cap-2 Maneuver	-	-	-	-	858	-
Stage 1	-	-	-	-	955	-
Stage 2	-	-	-	-	961	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		9.3		
HCM LOS	A					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1487	-	-	-	873	
HCM Lane V/C Ratio	0.004	-	-	-	0.03	
HCM Control Delay (s)	7.4	-	-	-	9.3	
HCM Lane LOS	A	-	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	73	105	3	3	3
Future Vol, veh/h	3	73	105	3	3	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	79	114	3	3	3

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	117	0	0 201 116
Stage 1	-	-	- 116 -
Stage 2	-	-	- 85 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1471	-	- 788 936
Stage 1	-	-	- 909 -
Stage 2	-	-	- 938 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1471	-	- 786 936
Mov Cap-2 Maneuver	-	-	- 786 -
Stage 1	-	-	- 907 -
Stage 2	-	-	- 938 -

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0	9.2
HCM LOS	A		

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1471	-	-	-	854
HCM Lane V/C Ratio	0.002	-	-	-	0.008
HCM Control Delay (s)	7.5	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

FUTURE “NO-BUILD” INTERSECTION ANALYSIS

Timings
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

2a. No-Build 2026 AM
05/29/2024

	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Traffic Volume (vph)	61	13	50	6	14	19	1217	64	67	1325	28
Future Volume (vph)	61	13	50	6	14	19	1217	64	67	1325	28
Lane Group Flow (vph)	0	90	51	6	14	19	1242	65	68	1352	29
Turn Type	Perm	NA	Perm	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8		1	6		5	2	
Permitted Phases	4		8		8	6		6	2		2
Detector Phase	4	4	8	8	8	1	6	6	5	2	2
Switch Phase											
Minimum Initial (s)	6.0	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	48.5	48.5	49.5	49.5	49.5	15.0	30.5	30.5	15.0	31.5	31.5
Total Split (s)	49.0	49.0	49.0	49.0	49.0	15.0	56.0	56.0	15.0	56.0	56.0
Total Split (%)	40.8%	40.8%	40.8%	40.8%	40.8%	12.5%	46.7%	46.7%	12.5%	46.7%	46.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag						Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?						Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.59	0.38	0.03	0.06	0.06	0.49	0.06	0.20	0.52	0.02
Control Delay		61.2	57.3	46.3	0.6	2.5	3.7	0.5	4.1	7.4	0.0
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		61.2	57.3	46.3	0.6	2.5	3.7	0.5	4.1	7.4	0.0
Queue Length 50th (ft)		61	38	4	0	1	62	0	8	137	0
Queue Length 95th (ft)		112	76	17	0	m3	112	m1	21	338	0
Internal Link Dist (ft)		414		332			1348			908	
Turn Bay Length (ft)			125			1000		305	300		170
Base Capacity (vph)		537	491	688	626	378	2528	1139	383	2625	1214
Starvation Cap Reductn		0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.17	0.10	0.01	0.02	0.05	0.49	0.06	0.18	0.52	0.02

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

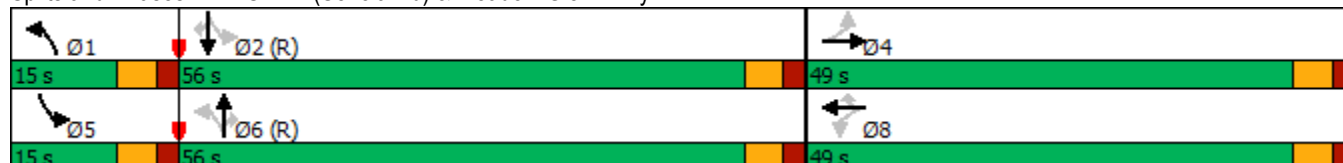
Offset: 35 (29%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 110

Control Type: Actuated-Coordinated

m Volume for 95th percentile queue is metered by upstream signal.

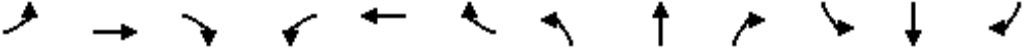
Splits and Phases: 1: SR 74 (Senoia Rd) & Meadow Glen Pkwy



HCM 6th Signalized Intersection Summary
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

2a. No-Build 2026 AM

05/29/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↑	↔	↔	↑↑	↔	↔	↑↑	↔
Traffic Volume (veh/h)	61	13	15	50	6	14	19	1217	64	67	1325	28
Future Volume (veh/h)	61	13	15	50	6	14	19	1217	64	67	1325	28
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1900	1900	1900	1900	1900	1885	1900	1841	1826	1856	1811	1841
Adj Flow Rate, veh/h	62	13	15	51	6	0	19	1242	0	68	1352	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	0	0	0	0	0	1	0	4	5	3	6	4
Cap, veh/h	128	21	20	173	148		347	2614		396	2633	
Arrive On Green	0.08	0.08	0.08	0.08	0.08	0.00	0.02	0.75	0.00	0.04	0.77	0.00
Sat Flow, veh/h	998	276	255	1404	1900	1598	1810	3497	1547	1767	3441	1560
Grp Volume(v), veh/h	90	0	0	51	6	0	19	1242	0	68	1352	0
Grp Sat Flow(s),veh/h/ln	1528	0	0	1404	1900	1598	1810	1749	1547	1767	1721	1560
Q Serve(g_s), s	6.5	0.0	0.0	0.0	0.4	0.0	0.3	16.7	0.0	1.0	18.2	0.0
Cycle Q Clear(g_c), s	6.9	0.0	0.0	4.0	0.4	0.0	0.3	16.7	0.0	1.0	18.2	0.0
Prop In Lane	0.69		0.17	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	170	0	0	173	148		347	2614		396	2633	
V/C Ratio(X)	0.53	0.00	0.00	0.30	0.04		0.05	0.48		0.17	0.51	
Avail Cap(c_a), veh/h	601	0	0	572	689		454	2614		470	2633	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	54.2	0.0	0.0	52.9	51.2	0.0	4.4	5.9	0.0	4.3	5.5	0.0
Incr Delay (d2), s/veh	2.6	0.0	0.0	0.9	0.1	0.0	0.1	0.6	0.0	0.2	0.7	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.8	0.0	0.0	1.5	0.2	0.0	0.1	4.5	0.0	0.2	4.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	56.7	0.0	0.0	53.8	51.3	0.0	4.5	6.6	0.0	4.5	6.2	0.0
LnGrp LOS	E	A	A	D	D		A	A		A	A	
Approach Vol, veh/h	90			57			1261			1420		
Approach Delay, s/veh	56.7			53.5			6.5			6.1		
Approach LOS	E			D			A			A		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.8	97.3		14.8	10.0	95.2		14.8				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	50.5		43.5	9.5	50.5		43.5				
Max Q Clear Time (g_c+I1), s	2.3	20.2		8.9	3.0	18.7		6.0				
Green Ext Time (p_c), s	0.0	19.0		0.5	0.1	17.8		0.2				

Intersection Summary

HCM 6th Ctrl Delay	8.9
HCM 6th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Timings
2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

2a. No-Build 2026 AM
05/29/2024

	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group										
Lane Configurations		↔		↔	↖	↗	↖	↖	↗	↖
Traffic Volume (vph)	29	42	182	41	46	1248	152	150	1277	18
Future Volume (vph)	29	42	182	41	46	1248	152	150	1277	18
Lane Group Flow (vph)	0	106	0	342	51	1387	169	167	1419	20
Turn Type	Perm	NA	Perm	NA	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8	1	6		5	2	
Permitted Phases	4		8		6		6	2		2
Detector Phase	4	4	8	8	1	6	6	5	2	2
Switch Phase										
Minimum Initial (s)	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	31.5	31.5	30.5	30.5	15.0	28.5	28.5	15.0	28.5	28.5
Total Split (s)	41.0	41.0	41.0	41.0	15.0	63.0	63.0	16.0	64.0	64.0
Total Split (%)	34.2%	34.2%	34.2%	34.2%	12.5%	52.5%	52.5%	13.3%	53.3%	53.3%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag					Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?					Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.26		0.91	0.26	0.79	0.19	0.72	0.75	0.02
Control Delay		30.0		68.7	12.8	28.9	5.1	41.1	25.7	0.7
Queue Delay		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		30.0		68.7	12.8	28.9	5.1	41.1	25.7	0.7
Queue Length 50th (ft)		53		238	15	480	13	76	347	0
Queue Length 95th (ft)		101		#395	31	583	51	#182	498	m1
Internal Link Dist (ft)		747		818		1030			1305	
Turn Bay Length (ft)					345		230	350		200
Base Capacity (vph)		459		415	235	1764	894	242	1897	835
Starvation Cap Reductn		0		0	0	0	0	0	0	0
Spillback Cap Reductn		0		0	0	0	0	0	0	0
Storage Cap Reductn		0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.23		0.82	0.22	0.79	0.19	0.69	0.75	0.02

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 90

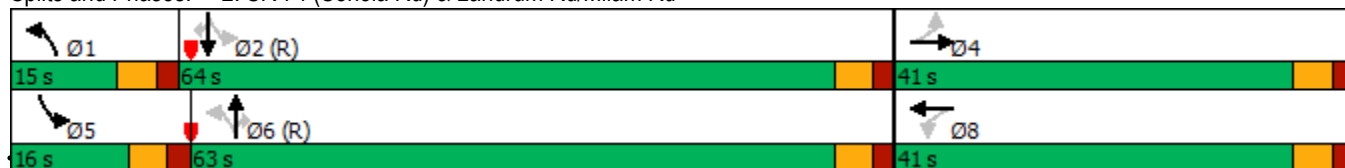
Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd



A&R Engineering, Inc.
24-095 - 8055 Senoia Road Mixed-Use Development - Fairburn, GA

Synchro 11 Report
Page 3

HCM 6th Signalized Intersection Summary

2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

2a. No-Build 2026 AM

05/29/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↕	↕	↔	↕	↕
Traffic Volume (veh/h)	29	42	24	182	41	85	46	1248	152	150	1277	18
Future Volume (veh/h)	29	42	24	182	41	85	46	1248	152	150	1277	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1841	1900	1841	1885	1900	1885	1870	1826	1900	1900	1811	1722
Adj Flow Rate, veh/h	32	47	0	202	46	94	51	1387	169	167	1419	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	4	0	4	1	0	1	2	5	0	0	6	12
Cap, veh/h	175	241		268	50	102	232	1954	907	254	2015	
Arrive On Green	0.24	0.24	0.00	0.24	0.24	0.24	0.03	0.56	0.56	0.06	0.59	0.00
Sat Flow, veh/h	546	993	0	906	206	421	1781	3469	1610	1810	3441	1459
Grp Volume(v), veh/h	79	0	0	342	0	0	51	1387	169	167	1419	0
Grp Sat Flow(s),veh/h/ln	1538	0	0	1533	0	0	1781	1735	1610	1810	1721	1459
Q Serve(g_s), s	0.0	0.0	0.0	21.7	0.0	0.0	1.4	34.9	6.1	4.6	34.9	0.0
Cycle Q Clear(g_c), s	4.2	0.0	0.0	26.0	0.0	0.0	1.4	34.9	6.1	4.6	34.9	0.0
Prop In Lane	0.41		0.00	0.59		0.27	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	416	0		420	0	0	232	1954	907	254	2015	
V/C Ratio(X)	0.19	0.00		0.81	0.00	0.00	0.22	0.71	0.19	0.66	0.70	
Avail Cap(c_a), veh/h	499	0		499	0	0	312	1954	907	310	2015	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	35.9	0.0	0.0	43.9	0.0	0.0	15.0	19.1	12.8	19.6	17.5	0.0
Incr Delay (d2), s/veh	0.2	0.0	0.0	8.6	0.0	0.0	0.5	2.2	0.5	3.7	2.1	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	0.0	0.0	10.7	0.0	0.0	0.5	12.8	2.1	2.1	12.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.1	0.0	0.0	52.5	0.0	0.0	15.5	21.3	13.2	23.3	19.6	0.0
LnGrp LOS	D	A		D	A	A	B	C	B	C	B	
Approach Vol, veh/h	79			342			1607			1586		
Approach Delay, s/veh	36.1			52.5			20.3			20.0		
Approach LOS	D			D			C			C		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.6	75.8		34.7	12.3	73.1		34.7				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	58.5		35.5	10.5	57.5		35.5				
Max Q Clear Time (g_c+I1), s	3.4	36.9		6.2	6.6	36.9		28.0				
Green Ext Time (p_c), s	0.0	15.6		0.4	0.1	15.6		1.2				

Intersection Summary

HCM 6th Ctrl Delay 23.6

HCM 6th LOS C

Notes

Unsignalized Delay for [EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection						
Int Delay, s/veh	2.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	67	25	18	45	4
Future Vol, veh/h	1	67	25	18	45	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	105	-	-	165	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	1	85	32	23	57	5
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	55	0	-	0	119	32
Stage 1	-	-	-	-	32	-
Stage 2	-	-	-	-	87	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1563	-	-	-	882	1048
Stage 1	-	-	-	-	996	-
Stage 2	-	-	-	-	941	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1563	-	-	-	881	1048
Mov Cap-2 Maneuver	-	-	-	-	881	-
Stage 1	-	-	-	-	995	-
Stage 2	-	-	-	-	941	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		9.3		
HCM LOS	A					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1563	-	-	-	893	
HCM Lane V/C Ratio	0.001	-	-	-	0.069	
HCM Control Delay (s)	7.3	-	-	-	9.3	
HCM Lane LOS	A	-	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.2	

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	111	43	2	2	2
Future Vol, veh/h	2	111	43	2	2	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	121	47	2	2	2

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	49	0	0 173 48
Stage 1	-	-	- 48 -
Stage 2	-	-	- 125 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1558	-	- 817 1021
Stage 1	-	-	- 974 -
Stage 2	-	-	- 901 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1558	-	- 816 1021
Mov Cap-2 Maneuver	-	-	- 816 -
Stage 1	-	-	- 973 -
Stage 2	-	-	- 901 -

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1558	-	-	-	907
HCM Lane V/C Ratio	0.001	-	-	-	0.005
HCM Control Delay (s)	7.3	0	-	-	9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Timings
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

2b. No-Build 2026 PM
05/29/2024

											
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations											
Traffic Volume (vph)	98	21	61	17	54	65	1332	59	115	1507	88
Future Volume (vph)	98	21	61	17	54	65	1332	59	115	1507	88
Lane Group Flow (vph)	0	157	65	18	57	69	1417	63	122	1603	94
Turn Type	Perm	NA	Perm	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8		1	6		5	2	
Permitted Phases	4		8		8	6		6	2		2
Detector Phase	4	4	8	8	8	1	6	6	5	2	2
Switch Phase											
Minimum Initial (s)	6.0	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	48.5	48.5	49.5	49.5	49.5	15.0	30.5	30.5	15.0	31.5	31.5
Total Split (s)	50.0	50.0	50.0	50.0	50.0	15.0	55.0	55.0	15.0	55.0	55.0
Total Split (%)	41.7%	41.7%	41.7%	41.7%	41.7%	12.5%	45.8%	45.8%	12.5%	45.8%	45.8%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag						Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?						Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.71	0.36	0.07	0.21	0.30	0.62	0.06	0.45	0.67	0.09
Control Delay		61.3	50.1	41.5	7.6	8.4	8.6	1.3	9.9	15.1	3.5
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		61.3	50.1	41.5	7.6	8.4	8.6	1.3	9.9	15.1	3.5
Queue Length 50th (ft)		109	46	12	0	1	199	1	20	370	5
Queue Length 95th (ft)		171	85	32	25	m4	m623	m7	47	580	30
Internal Link Dist (ft)		414		332			1348			908	
Turn Bay Length (ft)			125			1000		305	300		170
Base Capacity (vph)		548	457	704	590	267	2282	1067	291	2395	1105
Starvation Cap Reductn		0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.29	0.14	0.03	0.10	0.26	0.62	0.06	0.42	0.67	0.09

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 71 (59%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 120

Control Type: Actuated-Coordinated

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: SR 74 (Senoia Rd) & Meadow Glen Pkwy



HCM 6th Signalized Intersection Summary
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

2b. No-Build 2026 PM
05/29/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	98	21	29	61	17	54	65	1332	59	115	1507	88
Future Volume (veh/h)	98	21	29	61	17	54	65	1332	59	115	1507	88
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1900	1870	1900	1752	1900	1870	1900	1811	1870	1885
Adj Flow Rate, veh/h	104	22	31	65	18	0	69	1417	0	122	1603	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	0	0	0	2	0	10	0	2	0	6	2	1
Cap, veh/h	172	31	38	227	248		271	2455		309	2468	
Arrive On Green	0.13	0.13	0.13	0.13	0.13	0.00	0.04	0.69	0.00	0.04	0.69	0.00
Sat Flow, veh/h	934	234	288	1351	1900	1485	1810	3554	1610	1725	3554	1598
Grp Volume(v), veh/h	157	0	0	65	18	0	69	1417	0	122	1603	0
Grp Sat Flow(s),veh/h/ln	1456	0	0	1351	1900	1485	1810	1777	1610	1725	1777	1598
Q Serve(g_s), s	11.7	0.0	0.0	0.0	1.0	0.0	1.3	24.6	0.0	2.4	30.1	0.0
Cycle Q Clear(g_c), s	12.7	0.0	0.0	5.6	1.0	0.0	1.3	24.6	0.0	2.4	30.1	0.0
Prop In Lane	0.66		0.20	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	240	0	0	227	248		271	2455		309	2468	
V/C Ratio(X)	0.65	0.00	0.00	0.29	0.07		0.26	0.58		0.39	0.65	
Avail Cap(c_a), veh/h	602	0	0	552	705		346	2455		375	2468	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	51.1	0.0	0.0	47.8	45.8	0.0	9.3	9.5	0.0	8.4	10.2	0.0
Incr Delay (d2), s/veh	3.0	0.0	0.0	0.7	0.1	0.0	0.5	1.0	0.0	0.8	1.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.8	0.0	0.0	1.8	0.5	0.0	0.4	7.7	0.0	0.7	9.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	54.1	0.0	0.0	48.5	45.9	0.0	9.8	10.5	0.0	9.2	11.5	0.0
LnGrp LOS	D	A	A	D	D		A	B		A	B	
Approach Vol, veh/h		157			83			1486			1725	
Approach Delay, s/veh		54.1			47.9			10.5			11.4	
Approach LOS		D			D			B			B	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.0	88.8		21.2	10.4	88.4		21.2				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	49.5		44.5	9.5	49.5		44.5				
Max Q Clear Time (g_c+I1), s	3.3	32.1		14.7	4.4	26.6		7.6				
Green Ext Time (p_c), s	0.1	14.3		1.0	0.1	16.3		0.3				
Intersection Summary												
HCM 6th Ctrl Delay				13.8								
HCM 6th LOS				B								
Notes												
Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.												

Timings
2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

2b. No-Build 2026 PM
05/29/2024

										
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	52	84	225	56	60	1375	123	244	1359	49
Future Volume (vph)	52	84	225	56	60	1375	123	244	1359	49
Lane Group Flow (vph)	0	179	0	370	65	1478	132	262	1461	53
Turn Type	Perm	NA	Perm	NA	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8	1	6		5	2	
Permitted Phases	4		8		6		6	2		2
Detector Phase	4	4	8	8	1	6	6	5	2	2
Switch Phase										
Minimum Initial (s)	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	31.5	31.5	30.5	30.5	15.0	28.5	28.5	15.0	28.5	28.5
Total Split (s)	42.0	42.0	42.0	42.0	15.0	59.0	59.0	19.0	63.0	63.0
Total Split (%)	35.0%	35.0%	35.0%	35.0%	12.5%	49.2%	49.2%	15.8%	52.5%	52.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag					Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?					Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.39		0.98	0.38	0.95	0.17	0.98	0.80	0.06
Control Delay		34.0		83.0	17.9	45.5	7.4	74.7	29.1	3.9
Queue Delay		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		34.0		83.0	17.9	45.5	7.4	74.7	29.1	3.9
Queue Length 50th (ft)		103		278	19	565	16	147	595	7
Queue Length 95th (ft)		170		#481	40	#730	54	#320	683	m12
Internal Link Dist (ft)		747		818		1030			1305	
Turn Bay Length (ft)					345		230	350		200
Base Capacity (vph)		463		377	206	1562	757	266	1826	852
Starvation Cap Reductn		0		0	0	0	0	0	0	0
Spillback Cap Reductn		0		0	0	0	0	0	0	0
Storage Cap Reductn		0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.39		0.98	0.32	0.95	0.17	0.98	0.80	0.06

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd



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Synchro 11 Report
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HCM 6th Signalized Intersection Summary
2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

2b. No-Build 2026 PM
05/29/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	52	84	31	225	56	63	60	1375	123	244	1359	49
Future Volume (veh/h)	52	84	31	225	56	63	60	1375	123	244	1359	49
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1885	1856	1900	1870	1900	1900	1856	1870	1900	1870	1870
Adj Flow Rate, veh/h	56	90	0	242	60	68	65	1478	132	262	1461	0
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	1	3	0	2	0	0	3	2	0	2	2
Cap, veh/h	196	299		307	64	72	209	1647	740	288	1925	
Arrive On Green	0.28	0.28	0.00	0.28	0.28	0.28	0.04	0.47	0.47	0.11	0.54	0.00
Sat Flow, veh/h	545	1054	0	906	225	255	1810	3526	1585	1810	3554	1585
Grp Volume(v), veh/h	146	0	0	370	0	0	65	1478	132	262	1461	0
Grp Sat Flow(s),veh/h/ln	1599	0	0	1385	0	0	1810	1763	1585	1810	1777	1585
Q Serve(g_s), s	0.0	0.0	0.0	23.3	0.0	0.0	2.2	46.2	5.8	11.4	38.4	0.0
Cycle Q Clear(g_c), s	8.1	0.0	0.0	31.4	0.0	0.0	2.2	46.2	5.8	11.4	38.4	0.0
Prop In Lane	0.38		0.00	0.65		0.18	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	496	0		443	0	0	209	1647	740	288	1925	
V/C Ratio(X)	0.29	0.00		0.84	0.00	0.00	0.31	0.90	0.18	0.91	0.76	
Avail Cap(c_a), veh/h	528	0		472	0	0	285	1647	740	290	1925	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	33.5	0.0	0.0	42.3	0.0	0.0	19.7	29.3	18.6	34.0	21.4	0.0
Incr Delay (d2), s/veh	0.3	0.0	0.0	11.8	0.0	0.0	0.8	8.1	0.5	30.6	2.9	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.4	0.0	0.0	12.0	0.0	0.0	0.9	19.4	2.1	9.8	14.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	33.8	0.0	0.0	54.1	0.0	0.0	20.5	37.5	19.1	64.6	24.3	0.0
LnGrp LOS	C	A		D	A	A	C	D	B	E	C	
Approach Vol, veh/h		146			370			1675			1723	
Approach Delay, s/veh		33.8			54.1			35.4			30.4	
Approach LOS		C			D			D			C	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.9	70.5		39.6	18.9	61.6		39.6				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	57.5		36.5	13.5	53.5		36.5				
Max Q Clear Time (g_c+I1), s	4.2	40.4		10.1	13.4	48.2		33.4				
Green Ext Time (p_c), s	0.0	13.2		0.8	0.0	4.8		0.7				

Intersection Summary

HCM 6th Ctrl Delay	34.9
HCM 6th LOS	C

Notes

Unsignalized Delay for [EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	5	55	68	43	22	3
Future Vol, veh/h	5	55	68	43	22	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	105	-	-	165	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	5	60	75	47	24	3
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	122	0	-	0	145	75
Stage 1	-	-	-	-	75	-
Stage 2	-	-	-	-	70	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1478	-	-	-	852	992
Stage 1	-	-	-	-	953	-
Stage 2	-	-	-	-	958	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1478	-	-	-	849	992
Mov Cap-2 Maneuver	-	-	-	-	849	-
Stage 1	-	-	-	-	950	-
Stage 2	-	-	-	-	958	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.6	0		9.3		
HCM LOS	A					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1478	-	-	-	864	
HCM Lane V/C Ratio	0.004	-	-	-	0.032	
HCM Control Delay (s)	7.4	-	-	-	9.3	
HCM Lane LOS	A	-	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	77	111	3	3	3
Future Vol, veh/h	3	77	111	3	3	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	84	121	3	3	3
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	124	0	-	0	213	123
Stage 1	-	-	-	-	123	-
Stage 2	-	-	-	-	90	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1463	-	-	-	775	928
Stage 1	-	-	-	-	902	-
Stage 2	-	-	-	-	934	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1463	-	-	-	773	928
Mov Cap-2 Maneuver	-	-	-	-	773	-
Stage 1	-	-	-	-	900	-
Stage 2	-	-	-	-	934	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.3	0		9.3		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1463	-	-	-	843	
HCM Lane V/C Ratio	0.002	-	-	-	0.008	
HCM Control Delay (s)	7.5	0	-	-	9.3	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0	

FUTURE “BUILD” INTERSECTION ANALYSIS

Timings
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

3a. Build 2026 AM
07/31/2024

											
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations											
Traffic Volume (vph)	115	16	52	8	14	42	1265	67	67	1355	59
Future Volume (vph)	115	16	52	8	14	42	1265	67	67	1355	59
Lane Group Flow (vph)	0	161	53	8	14	43	1291	68	68	1383	60
Turn Type	Perm	NA	Perm	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8		1	6		5	2	
Permitted Phases	4		8		8	6		6	2		2
Detector Phase	4	4	8	8	8	1	6	6	5	2	2
Switch Phase											
Minimum Initial (s)	6.0	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	48.5	48.5	49.5	49.5	49.5	15.0	30.5	30.5	15.0	31.5	31.5
Total Split (s)	25.0	25.0	25.0	25.0	25.0	15.0	80.0	80.0	15.0	80.0	80.0
Total Split (%)	20.8%	20.8%	20.8%	20.8%	20.8%	12.5%	66.7%	66.7%	12.5%	66.7%	66.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag						Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?						Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.78	0.29	0.03	0.05	0.15	0.54	0.06	0.22	0.59	0.05
Control Delay		71.5	49.3	43.0	0.4	6.4	26.6	7.3	5.7	12.2	1.4
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		71.5	49.3	43.0	0.4	6.4	26.6	7.3	5.7	12.2	1.4
Queue Length 50th (ft)		114	37	5	0	12	539	17	11	301	0
Queue Length 95th (ft)		#199	76	20	0	m14	616	m20	24	383	12
Internal Link Dist (ft)		414		332			824			908	
Turn Bay Length (ft)			125			1000		305	300		170
Base Capacity (vph)		242	215	308	320	328	2385	1079	345	2345	1091
Starvation Cap Reductn		0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.67	0.25	0.03	0.04	0.13	0.54	0.06	0.20	0.59	0.05

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 74 (62%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 110

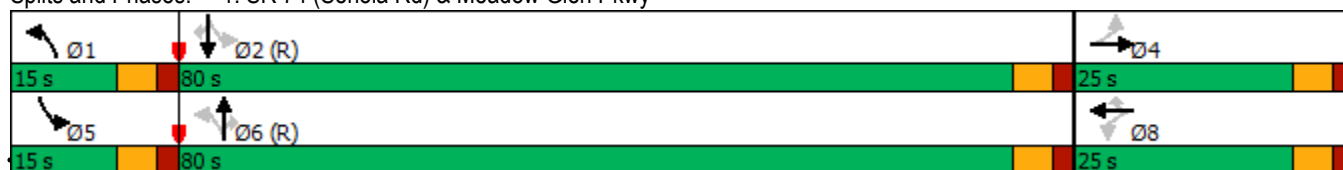
Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: SR 74 (Senoia Rd) & Meadow Glen Pkwy



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Synchro 11 Report
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HCM 6th Signalized Intersection Summary

1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

3a. Build 2026 AM

07/31/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	115	16	27	52	8	14	42	1265	67	67	1355	59
Future Volume (veh/h)	115	16	27	52	8	14	42	1265	67	67	1355	59
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1900	1900	1900	1885	1900	1841	1826	1856	1811	1841
Adj Flow Rate, veh/h	117	16	28	53	8	0	43	1291	0	68	1383	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	0	0	0	0	0	1	0	4	5	3	6	4
Cap, veh/h	187	19	32	238	243		317	2438		346	2418	
Arrive On Green	0.13	0.13	0.13	0.13	0.13	0.00	0.03	0.70	0.00	0.04	0.70	0.00
Sat Flow, veh/h	1056	147	253	1384	1900	1598	1810	3497	1547	1767	3441	1560
Grp Volume(v), veh/h	161	0	0	53	8	0	43	1291	0	68	1383	0
Grp Sat Flow(s),veh/h/ln	1456	0	0	1384	1900	1598	1810	1749	1547	1767	1721	1560
Q Serve(g_s), s	12.6	0.0	0.0	0.0	0.4	0.0	0.8	21.3	0.0	1.3	24.0	0.0
Cycle Q Clear(g_c), s	13.1	0.0	0.0	4.1	0.4	0.0	0.8	21.3	0.0	1.3	24.0	0.0
Prop In Lane	0.73		0.17	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	238	0	0	238	243		317	2438		346	2418	
V/C Ratio(X)	0.68	0.00	0.00	0.22	0.03		0.14	0.53		0.20	0.57	
Avail Cap(c_a), veh/h	290	0	0	286	309		403	2438		420	2418	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	51.5	0.0	0.0	47.4	45.8	0.0	7.1	8.7	0.0	6.6	8.9	0.0
Incr Delay (d2), s/veh	4.6	0.0	0.0	0.5	0.1	0.0	0.2	0.8	0.0	0.3	1.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.1	0.0	0.0	1.5	0.2	0.0	0.2	6.5	0.0	0.4	7.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	56.1	0.0	0.0	47.9	45.9	0.0	7.2	9.6	0.0	6.9	9.9	0.0
LnGrp LOS	E	A	A	D	D		A	A		A	A	
Approach Vol, veh/h		161			61			1334			1451	
Approach Delay, s/veh		56.1			47.6			9.5			9.7	
Approach LOS		E			D			A			A	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.3	89.8		20.9	10.0	89.1		20.9				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	74.5		19.5	9.5	74.5		19.5				
Max Q Clear Time (g_c+I1), s	2.8	26.0		15.1	3.3	23.3		6.1				
Green Ext Time (p_c), s	0.0	25.9		0.3	0.1	24.0		0.1				

Intersection Summary

HCM 6th Ctrl Delay 12.9

HCM 6th LOS B

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Timings 2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

3a. Build 2026 AM
07/31/2024



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↔	↔	↔	↔	↔	↔
Traffic Volume (vph)	33	42	182	41	46	1261	152	208	1299	25
Future Volume (vph)	33	42	182	41	46	1261	152	208	1299	25
Lane Group Flow (vph)	0	111	0	347	51	1401	169	231	1443	28
Turn Type	Perm	NA	Perm	NA	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8	1	6		5	2	
Permitted Phases	4		8		6		6	2		2
Detector Phase	4	4	8	8	1	6	6	5	2	2
Switch Phase										
Minimum Initial (s)	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	31.5	31.5	30.5	30.5	15.0	28.5	28.5	15.0	28.5	28.5
Total Split (s)	39.0	39.0	39.0	39.0	15.0	62.0	62.0	19.0	66.0	66.0
Total Split (%)	32.5%	32.5%	32.5%	32.5%	12.5%	51.7%	51.7%	15.8%	55.0%	55.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag					Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?					Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.28		0.94	0.27	0.83	0.20	0.88	0.76	0.03
Control Delay		32.2		74.2	12.9	32.6	5.5	68.2	17.9	0.2
Queue Delay		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		32.2		74.2	12.9	32.6	5.5	68.2	17.9	0.2
Queue Length 50th (ft)		59		247	14	496	15	106	477	0
Queue Length 95th (ft)		109		#424	29	603	54	#259	590	m0
Internal Link Dist (ft)		747		818		1030			1305	
Turn Bay Length (ft)					345		230	350		200
Base Capacity (vph)		422		391	232	1682	858	272	1907	840
Starvation Cap Reductn		0		0	0	0	0	0	0	0
Spillback Cap Reductn		0		0	0	0	0	0	0	0
Storage Cap Reductn		0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.26		0.89	0.22	0.83	0.20	0.85	0.76	0.03

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd



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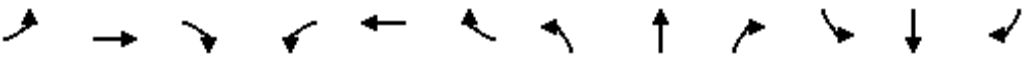
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HCM 6th Signalized Intersection Summary

2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

3a. Build 2026 AM

07/31/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↕	↕	↔	↕	↕
Traffic Volume (veh/h)	33	42	24	182	41	89	46	1261	152	208	1299	25
Future Volume (veh/h)	33	42	24	182	41	89	46	1261	152	208	1299	25
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1841	1900	1841	1885	1900	1885	1870	1826	1900	1900	1811	1722
Adj Flow Rate, veh/h	37	47	0	202	46	99	51	1401	169	231	1443	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	4	0	4	1	0	1	2	5	0	0	6	12
Cap, veh/h	187	223		266	50	107	225	1886	876	271	2006	
Arrive On Green	0.25	0.25	0.00	0.25	0.25	0.25	0.03	0.54	0.54	0.07	0.58	0.00
Sat Flow, veh/h	587	909	0	889	202	436	1781	3469	1610	1810	3441	1459
Grp Volume(v), veh/h	84	0	0	347	0	0	51	1401	169	231	1443	0
Grp Sat Flow(s),veh/h/ln	1496	0	0	1527	0	0	1781	1735	1610	1810	1721	1459
Q Serve(g_s), s	0.0	0.0	0.0	21.8	0.0	0.0	1.5	37.1	6.4	6.5	36.1	0.0
Cycle Q Clear(g_c), s	4.7	0.0	0.0	26.6	0.0	0.0	1.5	37.1	6.4	6.5	36.1	0.0
Prop In Lane	0.44		0.00	0.58		0.29	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	410	0		422	0	0	225	1886	876	271	2006	
V/C Ratio(X)	0.20	0.00		0.82	0.00	0.00	0.23	0.74	0.19	0.85	0.72	
Avail Cap(c_a), veh/h	463	0		473	0	0	305	1886	876	342	2006	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	35.8	0.0	0.0	43.9	0.0	0.0	15.8	21.0	14.0	23.2	18.0	0.0
Incr Delay (d2), s/veh	0.2	0.0	0.0	10.2	0.0	0.0	0.5	2.7	0.5	15.4	2.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	0.0	0.0	11.1	0.0	0.0	0.6	13.9	2.2	4.5	12.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.1	0.0	0.0	54.1	0.0	0.0	16.3	23.6	14.4	38.6	20.2	0.0
LnGrp LOS	D	A		D	A	A	B	C	B	D	C	
Approach Vol, veh/h	84			347			1621			1674		
Approach Delay, s/veh	36.1			54.1			22.5			22.8		
Approach LOS	D			D			C			C		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.6	75.5		34.9	14.3	70.7		34.9				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	60.5		33.5	13.5	56.5		33.5				
Max Q Clear Time (g_c+I1), s	3.5	38.1		6.7	8.5	39.1		28.6				
Green Ext Time (p_c), s	0.0	16.3		0.4	0.3	13.7		0.9				

Intersection Summary

HCM 6th Ctrl Delay	25.9
HCM 6th LOS	C

Notes

Unsignalized Delay for [EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection												
Int Delay, s/veh	5.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	67	0	43	25	18	0	0	62	45	0	4
Future Vol, veh/h	1	67	0	43	25	18	0	0	62	45	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	105	-	100	85	-	165	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	79	79	79	79	79	79	79	79	79	79	79	79
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	1	85	0	54	32	23	0	0	78	57	0	5
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	55	0	0	85	0	0	241	250	85	266	227	32
Stage 1	-	-	-	-	-	-	87	87	-	140	140	-
Stage 2	-	-	-	-	-	-	154	163	-	126	87	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1563	-	-	1524	-	-	717	656	980	691	676	1048
Stage 1	-	-	-	-	-	-	926	827	-	868	785	-
Stage 2	-	-	-	-	-	-	853	767	-	883	827	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1563	-	-	1524	-	-	694	632	980	618	652	1048
Mov Cap-2 Maneuver	-	-	-	-	-	-	694	632	-	618	652	-
Stage 1	-	-	-	-	-	-	925	826	-	867	758	-
Stage 2	-	-	-	-	-	-	819	740	-	812	826	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			3.7			9			11.2		
HCM LOS							A			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	980	1563	-	-	1524	-	-	639				
HCM Lane V/C Ratio	0.08	0.001	-	-	0.036	-	-	0.097				
HCM Control Delay (s)	9	7.3	-	-	7.5	-	-	11.2				
HCM Lane LOS	A	A	-	-	A	-	-	B				
HCM 95th %tile Q(veh)	0.3	0	-	-	0.1	-	-	0.3				

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	173	86	4	10	0
Future Vol, veh/h	2	173	86	4	10	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	2	188	93	4	11	0
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	97	0	-	0	285	93
Stage 1	-	-	-	-	93	-
Stage 2	-	-	-	-	192	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1509	-	-	-	710	970
Stage 1	-	-	-	-	936	-
Stage 2	-	-	-	-	845	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1509	-	-	-	709	970
Mov Cap-2 Maneuver	-	-	-	-	709	-
Stage 1	-	-	-	-	935	-
Stage 2	-	-	-	-	845	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		10.2		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1509	-	-	-	709	
HCM Lane V/C Ratio	0.001	-	-	-	0.015	
HCM Control Delay (s)	7.4	0	-	-	10.2	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0	-	-	-	0	

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↗	↗	↗
Traffic Vol, veh/h	0	122	0	1374	1354	91
Future Vol, veh/h	0	122	0	1374	1354	91
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Yield	-	None	-	Free
Storage Length	-	0	-	-	-	250
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	5	6	2
Mvmt Flow	0	133	0	1493	1472	99
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	736	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	361	0	-	-	0
Stage 1	0	-	0	-	-	0
Stage 2	0	-	0	-	-	0
Platoon blocked, %				-	-	
Mov Cap-1 Maneuver	-	361	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	20.6	0		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT EBLn1		SBT			
Capacity (veh/h)	- 361		-			
HCM Lane V/C Ratio	- 0.367		-			
HCM Control Delay (s)	- 20.6		-			
HCM Lane LOS	- C		-			
HCM 95th %tile Q(veh)	- 1.6		-			

Timings
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

3b. Build 2026 PM
07/31/2024

	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↖	↗	↖	↖	↗	↖	↖	↗	↖
Traffic Volume (vph)	146	24	65	21	54	111	1376	62	115	1569	156
Future Volume (vph)	146	24	65	21	54	111	1376	62	115	1569	156
Lane Group Flow (vph)	0	225	69	22	57	118	1464	66	122	1669	166
Turn Type	Perm	NA	Perm	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8		1	6		5	2	
Permitted Phases	4		8		8	6		6	2		2
Detector Phase	4	4	8	8	8	1	6	6	5	2	2
Switch Phase											
Minimum Initial (s)	6.0	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	48.5	48.5	49.5	49.5	49.5	15.0	30.5	30.5	15.0	31.5	31.5
Total Split (s)	49.5	49.5	49.5	49.5	49.5	15.0	55.5	55.5	15.0	55.5	55.5
Total Split (%)	41.3%	41.3%	41.3%	41.3%	41.3%	12.5%	46.3%	46.3%	12.5%	46.3%	46.3%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag						Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?						Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.77	0.29	0.06	0.16	0.57	0.70	0.07	0.51	0.80	0.17
Control Delay		59.7	42.0	36.0	6.0	40.8	9.5	1.2	17.5	24.9	8.2
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		59.7	42.0	36.0	6.0	40.8	9.5	1.2	17.5	24.9	8.2
Queue Length 50th (ft)		158	46	14	0	50	32	0	26	495	28
Queue Length 95th (ft)		227	82	34	23	m40	m615	m7	76	#839	80
Internal Link Dist (ft)		414		332			824			908	
Turn Bay Length (ft)			125			1000		305	300		170
Base Capacity (vph)		537	448	696	584	227	2085	981	256	2083	972
Starvation Cap Reductn		0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.42	0.15	0.03	0.10	0.52	0.70	0.07	0.48	0.80	0.17

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 61 (51%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 130

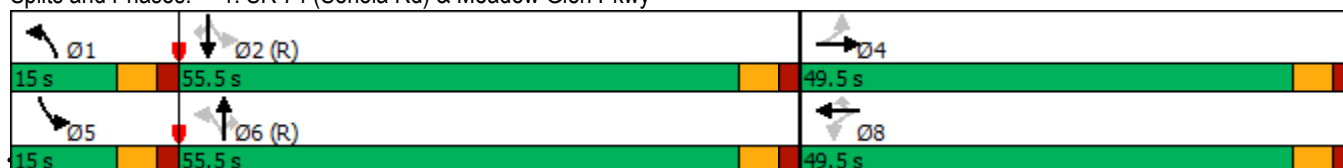
Control Type: Actuated-Coordinated

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

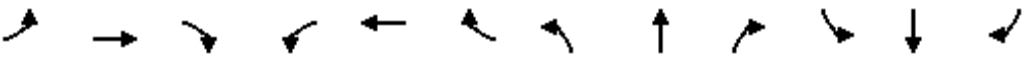


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Synchro 11 Report
Page 1

HCM 6th Signalized Intersection Summary
1: SR 74 (Senoia Rd) & Meadow Glen Pkwy

3b. Build 2026 PM
07/31/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↑	↔	↔	↑↑	↔	↔	↑↑	↔
Traffic Volume (veh/h)	146	24	41	65	21	54	111	1376	62	115	1569	156
Future Volume (veh/h)	146	24	41	65	21	54	111	1376	62	115	1569	156
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1900	1900	1900	1870	1900	1752	1900	1870	1900	1811	1870	1885
Adj Flow Rate, veh/h	155	26	44	69	22	0	118	1464	0	122	1669	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	0	0	0	2	0	10	0	2	0	6	2	1
Cap, veh/h	230	30	51	299	350		229	2264		265	2265	
Arrive On Green	0.18	0.18	0.18	0.18	0.18	0.00	0.04	0.64	0.00	0.04	0.64	0.00
Sat Flow, veh/h	974	163	277	1331	1900	1485	1810	3554	1610	1725	3554	1598
Grp Volume(v), veh/h	225	0	0	69	22	0	118	1464	0	122	1669	0
Grp Sat Flow(s),veh/h/ln	1415	0	0	1331	1900	1485	1810	1777	1610	1725	1777	1598
Q Serve(g_s), s	17.6	0.0	0.0	0.0	1.1	0.0	2.7	30.5	0.0	2.9	38.5	0.0
Cycle Q Clear(g_c), s	18.7	0.0	0.0	5.5	1.1	0.0	2.7	30.5	0.0	2.9	38.5	0.0
Prop In Lane	0.69		0.20	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	311	0	0	299	350		229	2264		265	2265	
V/C Ratio(X)	0.72	0.00	0.00	0.23	0.06		0.51	0.65		0.46	0.74	
Avail Cap(c_a), veh/h	583	0	0	542	697		299	2264		331	2265	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	48.1	0.0	0.0	42.2	40.4	0.0	16.8	13.4	0.0	12.6	14.9	0.0
Incr Delay (d2), s/veh	3.2	0.0	0.0	0.4	0.1	0.0	1.8	1.4	0.0	1.2	2.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.9	0.0	0.0	1.8	0.6	0.0	1.4	10.5	0.0	1.0	13.4	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	51.3	0.0	0.0	42.6	40.5	0.0	18.6	14.9	0.0	13.9	17.1	0.0
LnGrp LOS	D	A	A	D	D		B	B		B	B	
Approach Vol, veh/h	225			91			1582			1791		
Approach Delay, s/veh	51.3			42.1			15.2			16.8		
Approach LOS	D			D			B			B		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.4	82.0		27.6	10.4	81.9		27.6				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	50.0		44.0	9.5	50.0		44.0				
Max Q Clear Time (g_c+I1), s	4.7	40.5		20.7	4.9	32.5		7.5				
Green Ext Time (p_c), s	0.1	8.4		1.4	0.1	13.5		0.3				

Intersection Summary

HCM 6th Ctrl Delay	18.8
HCM 6th LOS	B

Notes

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Timings
2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

3b. Build 2026 PM
07/31/2024



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↔	↔	↔	↔	↔	↔
Traffic Volume (vph)	61	84	225	56	60	1403	123	298	1379	55
Future Volume (vph)	61	84	225	56	60	1403	123	298	1379	55
Lane Group Flow (vph)	0	189	0	379	65	1509	132	320	1483	59
Turn Type	Perm	NA	Perm	NA	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4		8	1	6		5	2	
Permitted Phases	4		8		6		6	2		2
Detector Phase	4	4	8	8	1	6	6	5	2	2
Switch Phase										
Minimum Initial (s)	6.0	6.0	6.0	6.0	5.0	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	31.5	31.5	30.5	30.5	15.0	28.5	28.5	15.0	28.5	28.5
Total Split (s)	42.0	42.0	42.0	42.0	15.0	57.0	57.0	21.0	63.0	63.0
Total Split (%)	35.0%	35.0%	35.0%	35.0%	12.5%	47.5%	47.5%	17.5%	52.5%	52.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag					Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?					Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min
v/c Ratio		0.42		1.00	0.38	1.00	0.18	1.08	0.81	0.07
Control Delay		35.2		88.1	18.4	58.5	4.9	98.0	29.4	3.2
Queue Delay		0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		35.2		88.1	18.4	58.5	4.9	98.0	29.4	3.2
Queue Length 50th (ft)		111		~288	19	~608	4	~218	609	8
Queue Length 95th (ft)		182		#496	40	#781	41	m#356	709	m10
Internal Link Dist (ft)		747		818		1030			1305	
Turn Bay Length (ft)					345		230	350		200
Base Capacity (vph)		448		378	206	1504	749	296	1826	852
Starvation Cap Reductn		0		0	0	0	0	0	0	0
Spillback Cap Reductn		0		0	0	0	0	0	0	0
Storage Cap Reductn		0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.42		1.00	0.32	1.00	0.18	1.08	0.81	0.07

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 120

Control Type: Actuated-Coordinated

~ Volume exceeds capacity, queue is theoretically infinite.

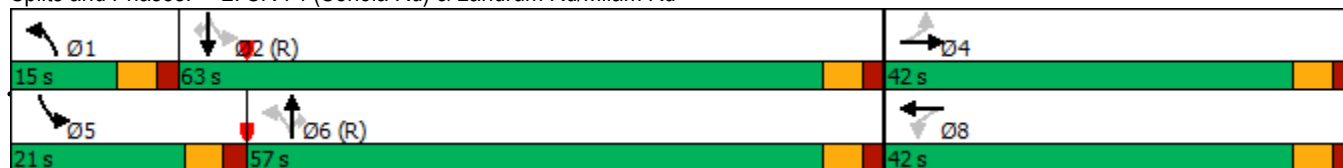
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd



HCM 6th Signalized Intersection Summary

2: SR 74 (Senoia Rd) & Landrum Rd/Milam Rd

3b. Build 2026 PM

07/31/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↗	↕	↗	↗	↕	↗
Traffic Volume (veh/h)	61	84	31	225	56	72	60	1403	123	298	1379	55
Future Volume (veh/h)	61	84	31	225	56	72	60	1403	123	298	1379	55
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1885	1856	1900	1870	1900	1900	1856	1870	1900	1870	1870
Adj Flow Rate, veh/h	66	90	0	242	60	77	65	1509	132	320	1483	0
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	2	1	3	0	2	0	0	3	2	0	2	2
Cap, veh/h	215	278		305	63	81	200	1563	703	302	1903	
Arrive On Green	0.29	0.29	0.00	0.29	0.29	0.29	0.04	0.44	0.44	0.13	0.54	0.00
Sat Flow, veh/h	594	958	0	882	219	281	1810	3526	1585	1810	3554	1585
Grp Volume(v), veh/h	156	0	0	379	0	0	65	1509	132	320	1483	0
Grp Sat Flow(s),veh/h/ln	1552	0	0	1382	0	0	1810	1763	1585	1810	1777	1585
Q Serve(g_s), s	0.0	0.0	0.0	23.3	0.0	0.0	2.3	50.0	6.1	15.5	39.9	0.0
Cycle Q Clear(g_c), s	9.0	0.0	0.0	32.3	0.0	0.0	2.3	50.0	6.1	15.5	39.9	0.0
Prop In Lane	0.42		0.00	0.64		0.20	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	493	0		450	0	0	200	1563	703	302	1903	
V/C Ratio(X)	0.32	0.00		0.84	0.00	0.00	0.32	0.97	0.19	1.06	0.78	
Avail Cap(c_a), veh/h	515	0		470	0	0	277	1563	703	302	1903	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	33.3	0.0	0.0	42.1	0.0	0.0	21.1	32.5	20.3	39.3	22.2	0.0
Incr Delay (d2), s/veh	0.4	0.0	0.0	12.6	0.0	0.0	0.9	16.0	0.6	68.4	3.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.6	0.0	0.0	12.3	0.0	0.0	0.9	22.7	2.2	14.3	15.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	33.6	0.0	0.0	54.7	0.0	0.0	22.0	48.5	20.9	107.7	25.5	0.0
LnGrp LOS	C	A		D	A	A	C	D	C	F	C	
Approach Vol, veh/h		156			379			1706			1803	
Approach Delay, s/veh		33.6			54.7			45.3			40.1	
Approach LOS		C			D			D			D	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.9	69.8		40.3	21.0	58.7		40.3				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	9.5	57.5		36.5	15.5	51.5		36.5				
Max Q Clear Time (g_c+I1), s	4.3	41.9		11.0	17.5	52.0		34.3				
Green Ext Time (p_c), s	0.0	12.4		0.8	0.0	0.0		0.5				

Intersection Summary

HCM 6th Ctrl Delay 43.4

HCM 6th LOS D

Notes

Unsignalized Delay for [EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection												
Int Delay, s/veh	4.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	55	0	89	68	43	0	0	57	22	0	3
Future Vol, veh/h	5	55	0	89	68	43	0	0	57	22	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	105	-	100	85	-	165	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	5	60	0	98	75	47	0	0	63	24	0	3

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	122	0	0	60	0	0	366	388	60	373	341	75
Stage 1	-	-	-	-	-	-	70	70	-	271	271	-
Stage 2	-	-	-	-	-	-	296	318	-	102	70	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1478	-	-	1556	-	-	594	550	1011	588	584	992
Stage 1	-	-	-	-	-	-	945	841	-	739	689	-
Stage 2	-	-	-	-	-	-	717	657	-	909	841	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1478	-	-	1556	-	-	562	514	1011	524	545	992
Mov Cap-2 Maneuver	-	-	-	-	-	-	562	514	-	524	545	-
Stage 1	-	-	-	-	-	-	942	838	-	737	646	-
Stage 2	-	-	-	-	-	-	670	616	-	850	838	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.6			3.3			8.8			11.8		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	1011	1478	-	-	1556	-	-	555
HCM Lane V/C Ratio	0.062	0.004	-	-	0.063	-	-	0.05
HCM Control Delay (s)	8.8	7.4	-	-	7.5	-	-	11.8
HCM Lane LOS	A	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.2	0	-	-	0.2	-	-	0.2

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	134	200	11	9	3
Future Vol, veh/h	3	134	200	11	9	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	3	146	217	12	10	3
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	229	0	-	0	369	217
Stage 1	-	-	-	-	217	-
Stage 2	-	-	-	-	152	-
Critical Hdwy	4.1	-	-	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	1351	-	-	-	635	828
Stage 1	-	-	-	-	824	-
Stage 2	-	-	-	-	881	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1351	-	-	-	634	828
Mov Cap-2 Maneuver	-	-	-	-	634	-
Stage 1	-	-	-	-	822	-
Stage 2	-	-	-	-	881	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.2	0		10.5		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1351	-	-	-	673	
HCM Lane V/C Ratio	0.002	-	-	-	0.019	
HCM Control Delay (s)	7.7	0	-	-	10.5	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↗	↗	↗
Traffic Vol, veh/h	0	112	0	1550	1554	144
Future Vol, veh/h	0	112	0	1550	1554	144
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Yield	-	None	-	Free
Storage Length	-	0	-	-	-	250
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	3	2	2
Mvmt Flow	0	122	0	1685	1689	157
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	845	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	306	0	-	-	0
Stage 1	0	-	0	-	-	0
Stage 2	0	-	0	-	-	0
Platoon blocked, %				-	-	
Mov Cap-1 Maneuver	-	306	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	24.3	0		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT EBLn1		SBT			
Capacity (veh/h)	- 306		-			
HCM Lane V/C Ratio	- 0.398		-			
HCM Control Delay (s)	- 24.3		-			
HCM Lane LOS	- C		-			
HCM 95th %tile Q(veh)	- 1.8		-			

TRAFFIC VOLUME WORKSHEETS

24-095 - 8055 Senoia Road Mixed-Use Development - Fairburn, GA
Traffic Volumes

A&R Engineering
May 2024

1. SR 74 @ Meadow Glen Pkwy

A.M. Peak Hour

Condition	SR 74 (Senoia Road)						SR 74 (Senoia Road)						Meadow Glen Parkway					
	Northbound						Southbound						Eastbound					
	U	L	T	R	Tot		U	L	T	R	Tot		U	L	T	R	Tot	
Existing 2024 Traffic Counts:	5	13	1148	60	1226		28	35	1250	26	1339		0	58	12	14	84	
Growth Factor (%):	3	3	3	3			3	3	3	3			3	3	3	3		
No-Build 2026 Volumes:	5	14	1217	64	1300		30	37	1325	28	1420		0	61	13	15	89	
Townhome Trips:	0	1	0	0	1		0	0	0	1	1		0	6	0	2	8	
Apartment and Retail-Restaurant Trips:	11	11	48	3	73		0	0	30	30	60		0	48	3	10	61	
Total New Trips:	11	12	48	3	74		0	0	30	31	61		0	54	3	12	69	
Pass-by Trips:	0	0	0	0	0		0	0	0	0	0		0	0	0	0	0	
Future 2026 Traffic Volumes:	16	26	1265	67	1374		30	37	1355	59	1481		0	115	16	27	158	

P.M. Peak Hour

Condition	SR 74 (Senoia Road)						SR 74 (Senoia Road)						Meadow Glen Parkway					
	Northbound						Southbound						Eastbound					
	U	L	T	R	Tot		U	L	T	R	Tot		U	L	T	R	Tot	
Existing 2024 Traffic Counts:	11	50	1257	56	1374		45	63	1422	83	1613		0	92	20	27	139	
Growth Factor (%):	3	3	3	3			3	3	3	3			3	3	3	3		
No-Build 2026 Volumes:	12	53	1332	59	1456		48	67	1507	88	1710		0	98	21	29	148	
Townhome Trips:	0	2	0	0	2		0	0	0	6	6		0	4	0	2	6	
Apartment and Retail-Restaurant Trips:	22	22	44	3	91		0	0	62	62	124		0	44	3	10	57	
Total New Trips:	22	24	44	3	93		0	0	62	68	130		0	48	3	12	63	
Pass-by Trips:	0	0	0	0	0		0	0	0	0	0		0	0	0	0	0	
Future 2026 Traffic Volumes:	34	77	1376	62	1549		48	67	1569	156	1840		0	146	24	41	211	

24-095 - 8055 Senoia Road Mixed-Use Development - Fairburn, GA
Traffic Volumes

A&R Engineering
May 2024

2. SR 74 @ Landrum-Milam Rd
A.M. Peak Hour

Condition	SR 74 (Senoia Road)					SR 74 (Senoia Road)					Landrum Road					Milam Road				
	Northbound					Southbound					Eastbound					Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2024 Traffic Counts:	1	42	1177	143	1363	11	130	1205	17	1363	0	27	40	23	90	0	172	39	80	291
Growth Factor (%):	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
No-Build 2026 Volumes:	1	45	1248	152	1446	12	138	1277	18	1445	0	29	42	24	95	0	182	41	85	308
Townhome Trips:	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0
Apartment and Retail-Restaurant Trips:	0	0	13	0	13	51	7	21	7	86	0	4	0	0	4	0	0	0	4	4
Total New Trips:	0	0	13	0	13	51	7	22	7	87	0	4	0	0	4	0	0	0	4	4
Pass-by Trips:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Future 2026 Traffic Volumes:	1	45	1261	152	1459	63	145	1299	25	1532	0	33	42	24	99	0	182	41	89	312

P.M. Peak Hour

Condition	SR 74 (Senoia Road)					SR 74 (Senoia Road)					Landrum Road					Milam Road				
	Northbound					Southbound					Eastbound					Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2024 Traffic Counts:	23	34	1297	116	1470	42	188	1282	46	1558	0	49	79	29	157	0	212	53	59	324
Growth Factor (%):	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
No-Build 2026 Volumes:	24	36	1375	123	1558	45	199	1359	49	1652	0	52	84	31	167	0	225	56	63	344
Townhome Trips:	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0
Apartment and Retail-Restaurant Trips:	0	0	27	0	27	48	6	19	6	79	0	9	0	0	9	0	0	0	9	9
Total New Trips:	0	0	28	0	28	48	6	20	6	80	0	9	0	0	9	0	0	0	9	9
Pass-by Trips:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Future 2026 Traffic Volumes:	24	36	1403	123	1586	93	205	1379	55	1732	0	61	84	31	176	0	225	56	72	353

24-095 - 8055 Senoia Road Mixed-Use Development - Fairburn, GA
Traffic Volumes

A&R Engineering
May 2024

3. Meadow Glen @ Apts-Site Drwy

A.M. Peak Hour

Condition	Site Driveway Northbound					Cambridge Faire Apartment Homes Southbound					Meadow Glen Parkway Eastbound					Meadow Glen Parkway Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
	0	0	0	0	0	0	42	0	4	46	0	1	63	0	64	0	0	24	17	41
Existing 2024 Traffic Counts:	3	3	3	3		3	3	3	3		3	3	3	3		3	3	3	3	
Growth Factor (%):	0	0	0	0	0	0	45	0	4	49	0	1	67	0	68	0	0	25	18	43
No-Build 2026 Volumes:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Townhome Trips:	0	0	0	0	62	0	0	0	0	0	0	0	0	0	0	0	43	0	0	43
Apartment and Retail-Restaurant Trips:	0	0	0	62	62	0	0	0	0	0	0	0	0	0	0	0	43	0	0	43
Total New Trips:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Future 2026 Traffic Volumes:	0	0	0	62	62	0	45	0	4	49	0	1	67	0	68	0	43	25	18	86

P.M. Peak Hour

Condition	Site Driveway Northbound					Cambridge Faire Apartment Homes Southbound					Meadow Glen Parkway Eastbound					Meadow Glen Parkway Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
	0	0	0	0	0	0	21	0	3	24	0	5	52	0	57	0	0	64	41	105
Existing 2024 Traffic Counts:	3	3	3	3		3	3	3	3		3	3	3	3		3	3	3	3	
Growth Factor (%):	0	0	0	0	0	0	22	0	3	25	0	5	55	0	60	0	0	68	43	111
No-Build 2026 Volumes:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Townhome Trips:	0	0	0	0	57	0	0	0	0	0	0	0	0	0	0	0	89	0	0	89
Apartment and Retail-Restaurant Trips:	0	0	0	57	57	0	0	0	0	0	0	0	0	0	0	0	89	0	0	89
Total New Trips:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Future 2026 Traffic Volumes:	0	0	0	57	57	0	22	0	3	25	0	5	55	0	60	0	89	68	43	200

24-095 - 8055 Senoia Road Mixed-Use Development - Fairburn, GA
Traffic Volumes

A&R Engineering
May 2024

4. Meadow Glen @ Townhomes Drwy

A.M. Peak Hour

Condition	-					ownhome/Tractor Supply Site Driveway					Meadow Glen Parkway					Meadow Glen Parkway				
	Northbound					Southbound					Eastbound					Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2024 Traffic Counts:	0	0	0	0	0	0	2	0	2	4	0	2	105	0	107	0	0	41	2	43
Growth Factor (%):	3	3	3	3		3	3	3	3		3	3	3	3		3	3	3	3	
No-Build 2026 Volumes:	0	0	0	0	0	0	2	0	2	4	0	2	111	0	113	0	0	43	2	45
Townhome Trips:	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	0	0	2	2
Apartment and Retail-Restaurant Trips:	0	0	0	0	0	0	0	0	0	0	0	0	62	0	62	0	0	43	0	43
Total New Trips:	0	0	0	0	0	0	8	0	0	8	0	0	62	0	62	0	0	43	2	45
Pass-by Trips:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Future 2026 Traffic Volumes:	0	0	0	0	0	0	10	0	2	12	0	2	173	0	175	0	0	86	4	90

P.M. Peak Hour

Condition	-					ownhome/Tractor Supply Site Driveway					Meadow Glen Parkway					Meadow Glen Parkway				
	Northbound					Southbound					Eastbound					Westbound				
	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2024 Traffic Counts:	0	0	0	0	0	0	3	0	3	6	0	0	73	3	76	0	0	105	3	108
Growth Factor (%):	3	3	3	3		3	3	3	3		3	3	3	3		3	3	3	3	
No-Build 2026 Volumes:	0	0	0	0	0	0	3	0	3	6	0	0	77	3	80	0	0	111	3	114
Townhome Trips:	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	0	0	8	8
Apartment and Retail-Restaurant Trips:	0	0	0	0	0	0	0	0	0	0	0	0	57	0	57	0	0	89	0	89
Total New Trips:	0	0	0	0	0	0	6	0	0	6	0	0	57	0	57	0	0	89	8	97
Pass-by Trips:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Future 2026 Traffic Volumes:	0	0	0	0	0	0	9	0	3	12	0	0	134	3	137	0	0	200	11	211

24-095 - 8055 Senoia Road Mixed-Use Development - Fairburn, GA
Traffic Volumes

A&R Engineering
May 2024

5. SR 74 @ RIRO Drwy
A.M. Peak Hour

Condition	SR 74 (Senoia Road)						Right-In/Right-Out Site Driveway						- Westbound					
	Northbound						Southbound						Eastbound					
	U	L	T	R	Tot		U	L	T	R	Tot		U	L	T	R	Tot	
Existing 2024 Traffic Counts:	0	0	1226	0	1226		0	0	1311	0	1311		0	0	0	0	0	0
Growth Factor (%):	3	3	3	3	3		3	3	3	3	3		3	3	3	3	3	3
No-Build 2026 Volumes:	0	0	1300	0	1300		0	0	1390	0	1390		0	0	0	0	0	0
Townhome Trips:	0	0	1	0	1		0	0	2	0	2		0	0	0	0	0	0
Apartment and Retail-Restaurant Trips:	0	0	73	0	73		0	0	10	43	53		0	0	0	75	75	0
Total New Trips:	0	0	74	0	74		0	0	12	43	55		0	0	0	75	75	0
Pass-by Trips:	0	0	0	0	0		0	0	-48	48	0		0	0	0	47	47	0
Future 2026 Traffic Volumes:	0	0	1374	0	1374		0	0	1354	91	1445		0	0	0	122	122	0

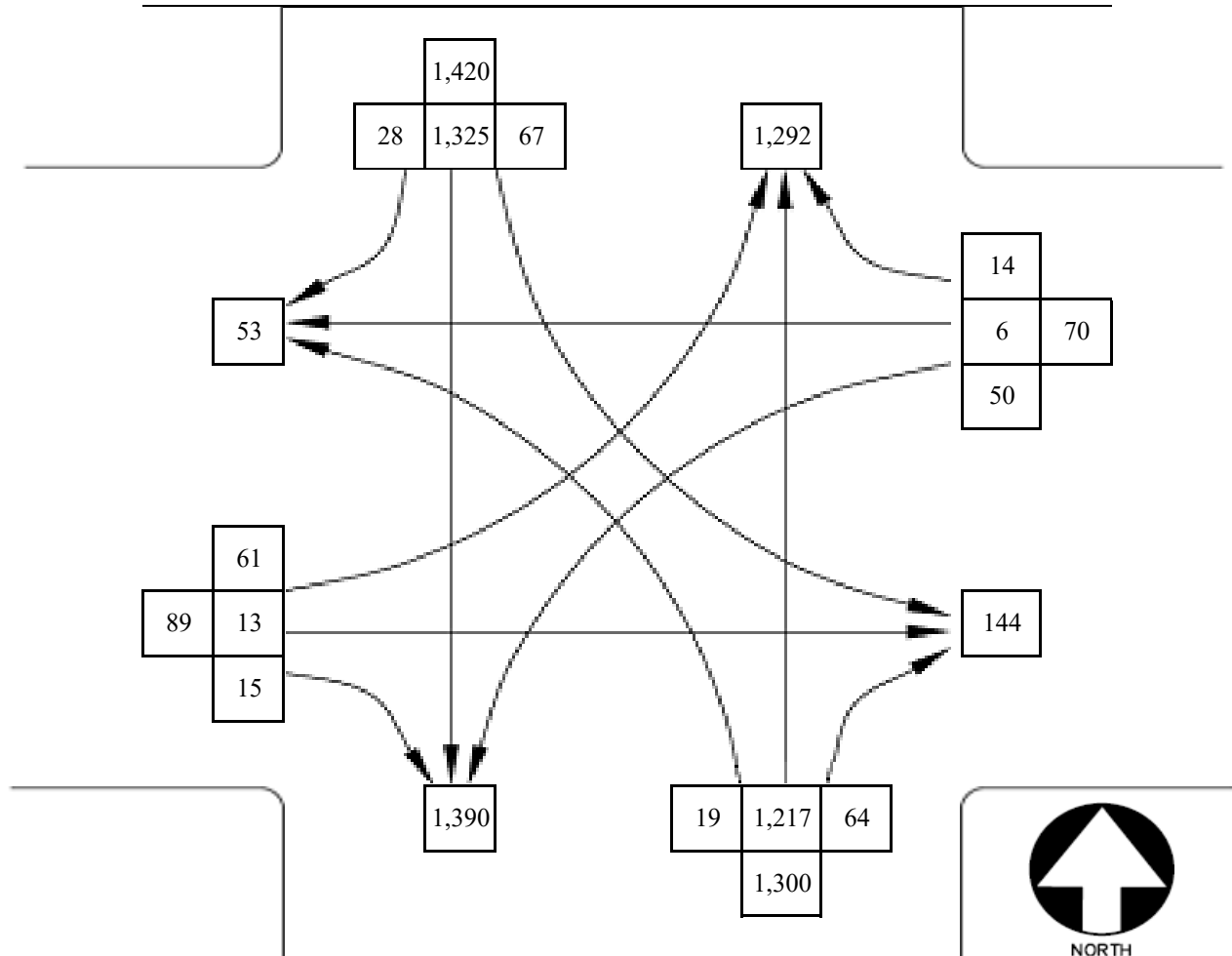
P.M. Peak Hour

Condition	SR 74 (Senoia Road)						Right-In/Right-Out Site Driveway						- Westbound					
	Northbound						Southbound						Eastbound					
	U	L	T	R	Tot		U	L	T	R	Tot		U	L	T	R	Tot	
Existing 2024 Traffic Counts:	0	0	1374	0	1374		0	0	1507	0	1507		0	0	0	0	0	0
Growth Factor (%):	3	3	3	3	3		3	3	3	3	3		3	3	3	3	3	3
No-Build 2026 Volumes:	0	0	1456	0	1456		0	0	1597	0	1597		0	0	0	0	0	0
Townhome Trips:	0	0	2	0	2		0	0	2	0	2		0	0	0	0	0	0
Apartment and Retail-Restaurant Trips:	0	0	92	0	92		0	0	10	89	99		0	0	0	70	70	0
Total New Trips:	0	0	94	0	94		0	0	12	89	101		0	0	0	70	70	0
Pass-by Trips:	0	0	0	0	0		0	0	-55	55	0		0	0	0	42	42	0
Future 2026 Traffic Volumes:	0	0	1550	0	1550		0	0	1554	144	1698		0	0	0	112	112	0

LEFT-TURN PHASE ANALYSIS

Future 2026 (No-Build) Traffic Count Summary Sheet

Peak Hour Count (AM)



SR 74 @ Meadow Glen Pkwy

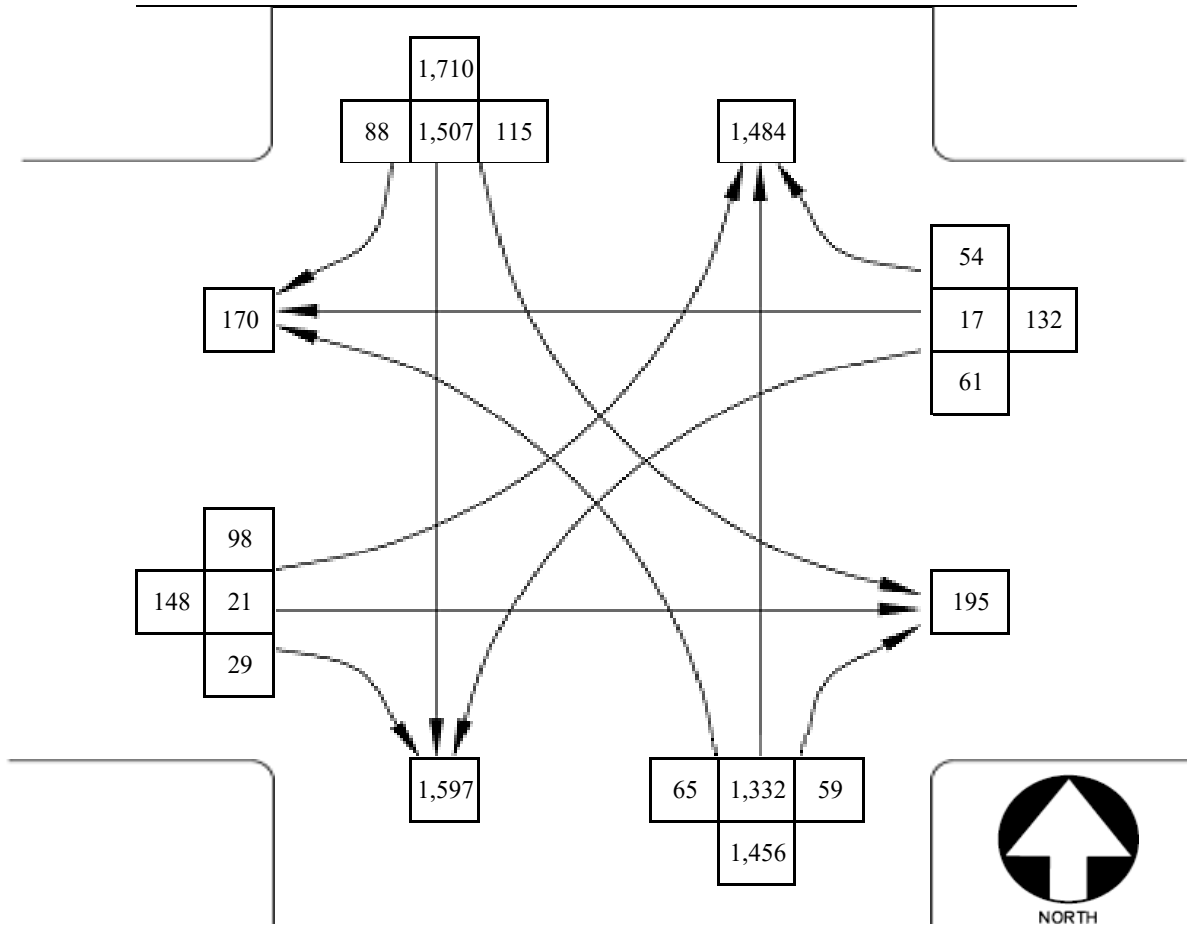
Conflicting Movements	Through Volume (V_o)	Left Turn Volume (V_{lt})	Opposing Lanes (N_o)	Cross-Product ($V_o \times V_{lt} + N_o$)	Cross-Product Warrant?	Peak Volume Warrant?	Turn Phase Recommended?
NBL & SBT	1,325	19	2	12,588	NO	NO	NO
SBL & NBT	1,217	67	2	40,770	Lagging Phase	NO	YES, Lagging
EBL & WBT	6	61	1	366	NO	NO	NO
WBL & EBT	13	50	1	650	NO	NO	NO

LEFT TURN CRITERIA - AM PEAK HOUR

A&R Engineering Inc.

Future 2026 (No-Build) Traffic Count Summary Sheet

Peak Hour Count (PM)



SR 74 @ Meadow Glen Pkwy

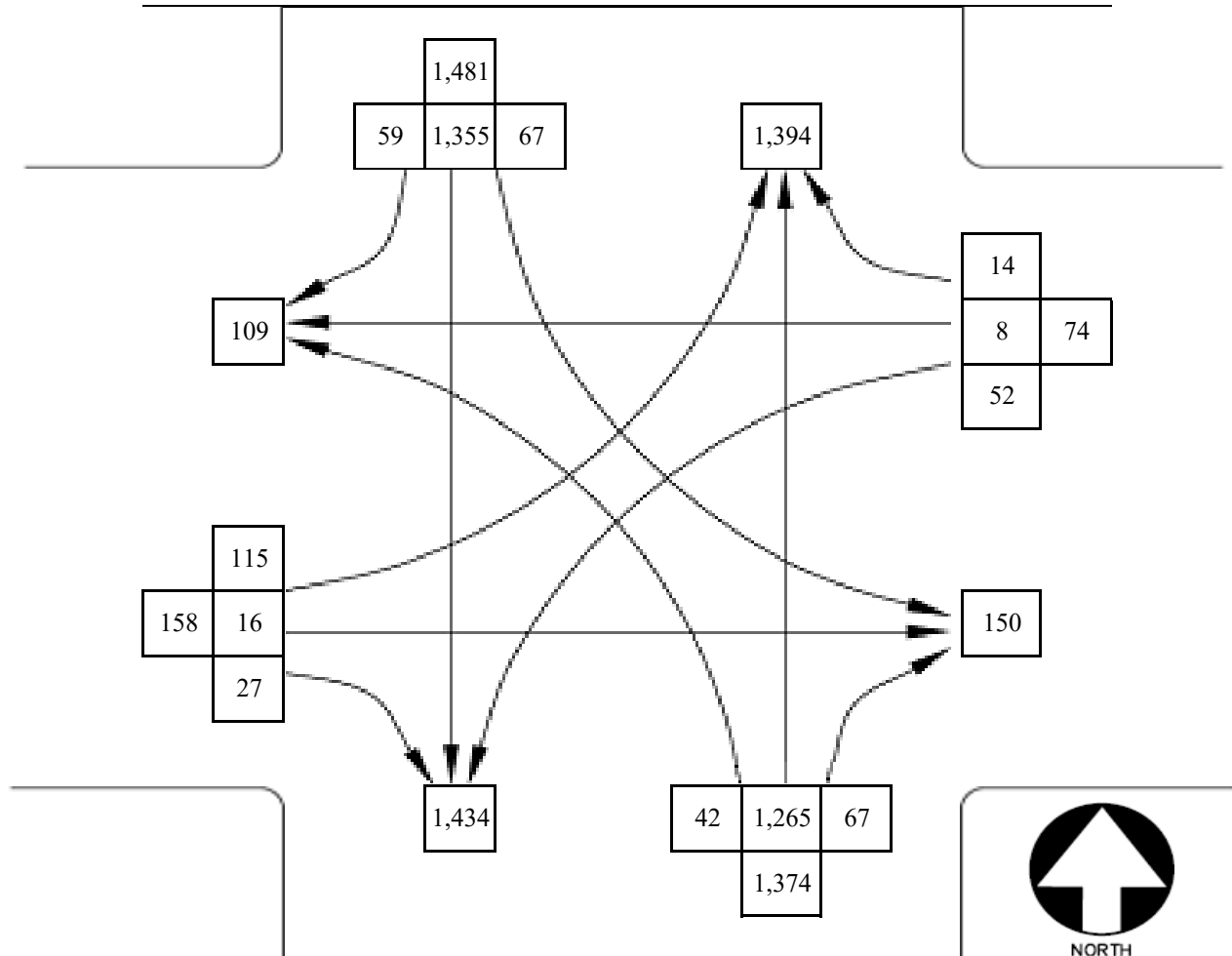
Conflicting Movements	Through Volume (V_o)	Left Turn Volume (V_{lt})	Opposing Lanes (N_o)	Cross-Product ($V_o \times V_{lt} \div N_o$)	Cross-Product Warrant?	Peak Volume Warrant?	Turn Phase Recommended?
NBL & SBT	1,507	65	2	48,978	Lagging Phase	NO	YES, Lagging
SBL & NBT	1,332	115	2	76,590	YES	Lagging Phase	YES, Leading
EBL & WBT	17	98	1	1,666	NO	Lagging Phase	YES, Lagging
WBL & EBT	21	61	1	1,281	NO	NO	NO

LEFT TURN CRITERIA - PM PEAK HOUR

A&R Engineering Inc.

Future 2026 (Build) Traffic Count Summary Sheet

Peak Hour Count (AM)



SR 74 @ Meadow Glen Pkwy

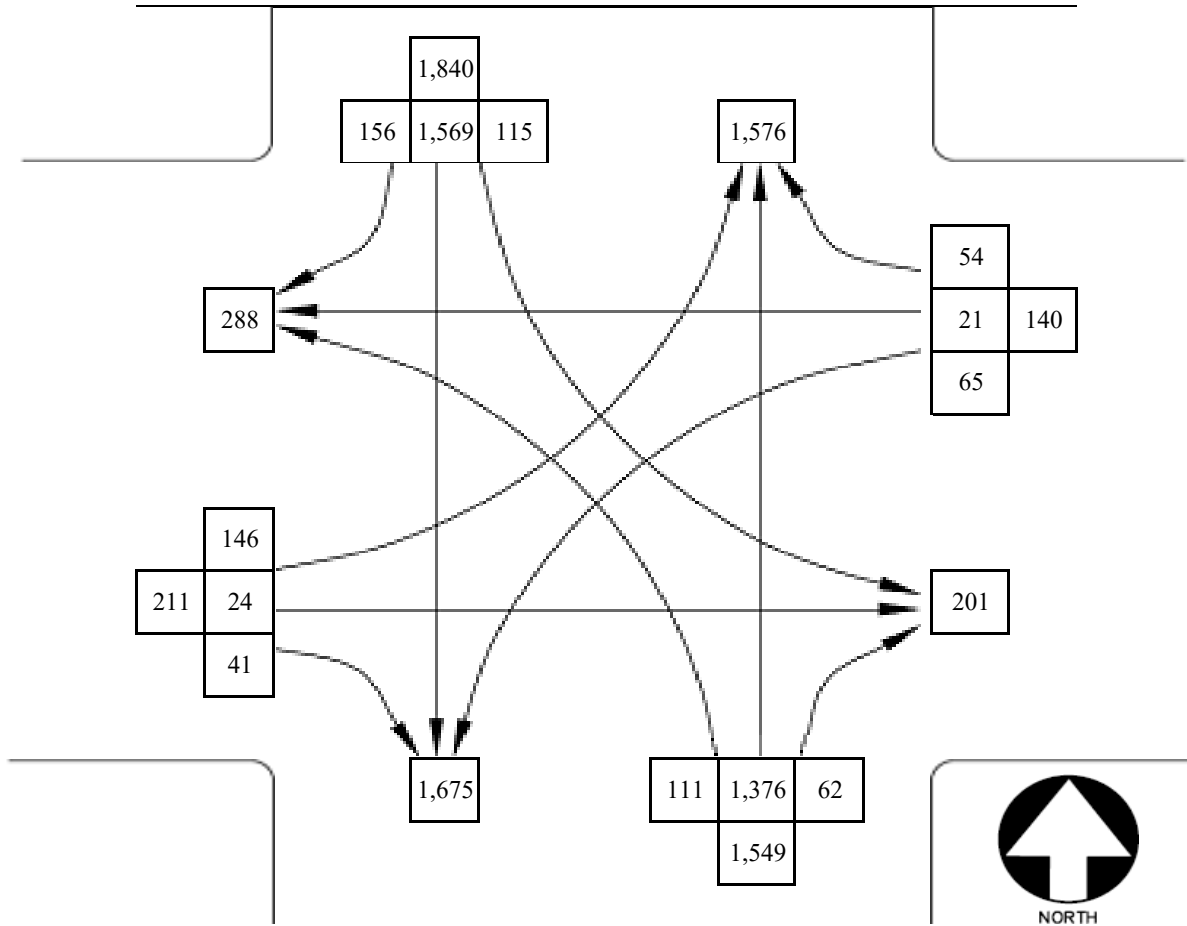
Conflicting Movements	Through Volume (V_o)	Left Turn Volume (V_{lt})	Opposing Lanes (N_o)	Cross-Product ($V_o \times V_{lt} + N_o$)	Cross-Product Warrant?	Peak Volume Warrant?	Turn Phase Recommended?
NBL & SBT	1,355	42	2	28,455	NO	NO	NO
SBL & NBT	1,265	67	2	42,378	Lagging Phase	NO	YES, Lagging
EBL & WBT	8	115	1	920	NO	Lagging Phase	YES, Lagging
WBL & EBT	16	52	1	832	NO	NO	NO

LEFT TURN CRITERIA - AM PEAK HOUR

A&R Engineering Inc.

Future 2026 (Build) Traffic Count Summary Sheet

Peak Hour Count (PM)



SR 74 @ Meadow Glen Pkwy

Conflicting Movements	Through Volume (V_o)	Left Turn Volume (V_{lt})	Opposing Lanes (N_o)	Cross-Product ($V_o \times V_{lt} \div N_o$)	Cross-Product Warrant?	Peak Volume Warrant?	Turn Phase Recommended?
NBL & SBT	1,569	111	2	87,080	YES	Lagging Phase	YES, Leading
SBL & NBT	1,376	115	2	79,120	YES	Lagging Phase	YES, Leading
EBL & WBT	21	146	1	3,066	NO	YES	YES, Leading
WBL & EBT	24	65	1	1,560	NO	NO	NO

LEFT TURN CRITERIA - PM PEAK HOUR

A&R Engineering Inc.

CRASH HISTORY

AccidentNo	AccidentNunr	Date	Time	County	Route	IntersectingRoute	MannerOfCollision	Injuries	Fatalities	UzFactors
7055818	7055818	1/23/2019	6:24:00	FULTON	HWY 74	MEADOW GLEN PKWY	Angle	0	0	Failed to Yield;No Contributing Factors
7075515	7075515	2/7/2019	7:14:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Angle	0	0	Failed to Yield
7082232	7082232	2/12/2019	16:04:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7083639	7083639	2/12/2019	15:00:00	FULTON	HWY 74	MEADOW GLEN PKWY	Angle	0	0	Failed to Yield
7199764	7199764	5/9/2019	9:25:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7204357	7204357	5/9/2019	19:44:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Angle	0	0	Failed to Yield;No Signal/Improper Signal;No Contributing Factors
7250468	7250468	6/12/2019	12:07:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Angle	0	0	Failed to Yield
7257947	7257947	6/22/2019	18:06:00	FULTON	HWY 74	MEADOW GLEN PKWY	Sideswipe- Opposite Direction	0	0	Failed to Yield
7272091	7272091	7/3/2019	14:16:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7359856	7359856	9/17/2019	10:57:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	2	0	Following too Close;Too Fast For Conditions
7360880	7360880	9/19/2019	14:02:00	FULTON	HWY 74	MEADOW GLEN PKWY	Sideswipe- Opposite Direction	0	0	Failed to Yield
7383863	7383863	10/8/2019	8:32:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7399894	7399894	10/17/2019	14:27:00	FULTON	HWY 74	MEADOW GLEN PKWY	Angle	0	0	Failed to Yield
7443242	7443242	11/20/2019	11:45:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7448481	7448481	11/21/2019	12:08:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	1	0	Changed Lanes Improperly
7460115	7460115	12/2/2019	5:45:00	FULTON	HWY 74	MEADOW GLEN PKWY	Angle	0	0	Failed to Yield
7481413	7481413	12/17/2019	7:55:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7536322	7536322	1/20/2020	13:12:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	1	0	Following too Close
7557530	7557530	2/19/2020	16:09:00	FULTON	HWY 74	MEADOW GLEN PKWY	Sideswipe- Same Direction	0	0	Failed to Yield
7660129	7660129	6/9/2020	13:26:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Sideswipe- Same Direction	0	0	Other - Details in Narrative
7674906	7674906	6/24/2020	12:42:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7682196	7682196	6/30/2020	15:45:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7694281	7694281	7/12/2020	18:19:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Angle	0	0	Following too Close;No Contributing Factors
7719607	7719607	8/4/2020	17:16:00	FULTON	MEADOW GLEN CIR	HWY 74	Not A Collision with Motor Vehic	0	0	Other - Details in Narrative;No Contributing Factors
7744407	7744407	7/20/2020	15:30:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Other - Details in Narrative
7764573	7764573	9/4/2020	16:45:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7834457	7834457	11/2/2020	16:00:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Improper Backing
7851148	7851148	11/13/2020	17:25:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7871172	7871172	12/1/2020	16:49:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	1	0	Following too Close
7919066	7919066	1/11/2021	17:00:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7921945	7921945	1/14/2021	12:54:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Sideswipe- Same Direction	1	0	Disregard Stop Sign/Signal
7926451	7926451	1/19/2021	13:22:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
7935887	7935887	1/28/2021	14:40:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	1	0	Following too Close
7938260	7938260	1/30/2021	19:33:00	FULTON	MEADOW GLEN PKWY	SENOIA RD	Rear End	0	0	Following too Close
7949479	7949479	2/9/2021	20:36:00	FULTON	HWY 74	MEADOW GLEN PKWY	Sideswipe- Same Direction	0	0	No Contributing Factors
8007851	8007851	3/28/2021	18:09:00	FULTON	MEADOW GLEN PKWY	SENOIA RD	Rear End	1	0	Following too Close
8076818	8076818	5/10/2021	11:30:00	FULTON	HWY 74	MEADOW GLEN PKWY	Sideswipe- Same Direction	0	0	Changed Lanes Improperly
8080924	8080924	5/27/2021	14:00:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
8107367	8107367	6/21/2021	4:30:00	FULTON	HWY 74	MEADOW GLEN PKWY	Not A Collision with Motor Vehic	0	0	No Contributing Factors
8122438	8122438	6/30/2021	13:10:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
8183292	8183292	8/12/2021	16:05:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	2	0	Following too Close
8185168	8185168	8/20/2021	15:30:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
8192641	8192641	8/27/2021	17:24:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	No Contributing Factors
8244086	8244086	9/28/2021	4:30:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Angle	0	0	Failed to Yield
8265501	8265501	10/14/2021	7:54:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	0	0	Following too Close
8268316	8268316	10/15/2021	17:33:00	FULTON	HWY 74	MEADOW GLEN PKWY	Rear End	0	0	Following too Close;Inattentive or Other Distracti
9131342	9131342	8/8/2023	8:05:00	FULTON	HWY 74	MEADOW GLE SENOIA RD	Rear End	0	0	
9204317	9204317	10/29/2023	13:01:00	FULTON	SENOIA RD	MEADOW GLEN PKWY	Rear End	1	0	Following too Close
9266988	9266988	12/14/2023	14:15:00	FULTON	MEADOW GLEN PKWY	SENOIA RD	Rear End	0	0	

GEORGIA LAW REQUIRED APPEAL RIGHTS RESERVATION

Jessica L. Hill
D 404.885.3925
jessica.hill@troutman.com

August 13, 2024

VIA EMAIL

City of Fairburn Department of Planning and Zoning
Attn: Ms. Denise Brookins, Planning and Zoning Director

**RE: Rezoning and Concurrent Variance Application for Meadow Glen Project on
Fulton County Tax Parcel #09F020100121014 (a portion of) and
Tax Parcel #09F070000271062 (collectively, the "Application")**

Dear Denise:

Please add this letter to the file of the Application to preserve the rights of Portman Holdings, LLC (the "Applicant") in connection with the Application.

Denial of the Application or approval of the Application with conditions unacceptable to the Applicant would be unconstitutional in that it would unreasonably impair and destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Denial of the Application or approval of the Application with conditions unacceptable to the Applicant would also be unconstitutional, illegal, null and void, constituting a taking of Applicant's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States, by denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

Denial of the Application or approval of the Application with conditions unacceptable to the Applicant would constitute an unreasonable and extreme hardship upon the Applicant, without remotely advancing the public health, safety and welfare and would constitute an arbitrary and capricious act by the City of Fairburn Mayor and City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Denial of the Application or approval of the Application with conditions unacceptable to the Applicant by the City of Fairburn Mayor and City Council would also violate the Applicant's rights under the First Amendment to the Constitution of the United States and would unconstitutionally discriminate, in an arbitrary, capricious and unreasonable manner, between the Applicant and owners of other similarly situated properties in the City of Fairburn in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Sincerely yours,

A handwritten signature in blue ink that reads "Jessica L. Hill". The signature is written in a cursive style with a large, looped initial "J".

Jessica L. Hill

CITY OF FAIRBURN

PLANNING AND ZONING COMMISSION REPORT

To: Planning and Zoning Commission

From: Denise Brookins

Date: September 3, 2024, Planning and Zoning Commission

Agenda Item: Rezoning from PD to PD (Commercial and Multifamily). Meadow Glen Village - Highway 74/Senoia Road and Meadow Glen Parkway. Concurrent Variance- The applicant also submitted a request for a concurrent variance to reduce the parking requirements.

APPLICANT/PETITIONER INFORMATION

Property Owner	Petitioner
White Brookwood LLC	Portman Residential, LLC

PROPERTY INFORMATION

Address, Parcel Number Highway 74/Senoia Road and Meadow Glen Parkway., Parcel No. 09F020100121014 (a portion of) and Parcel #09F070000271062 (collectively, the "Application")

Frontage: Highway 74/Senoia Road and on the south side of Meadow Glen Parkway.

Area of Property: 23-\+ acres

Existing Zoning and Use: Planned Development (Commercial Tract) and Undeveloped

Overlay District: Highway 74 Overlay District

Prior Zoning Cases/History: Rezoning Approved February 23, 1998, 98-07, Senoia & Bohannon Rd

2035 Comprehensive Future Land Use Map Designation: **Highway Mixed Use** - The Commercial Character Area is south of Downtown Fairburn and south of I-85, along Fairburn Industrial Boulevard/Senoia Road. Businesses in the Commercial Character Area rely on and serve a wider population than the commercial businesses in the Town Center Character Area, including the entire city, surrounding counties, and pass-through traffic.

Proposed Zoning: Planned Development-PD

INTENT

Rezoning of 23 acres, from PD to PD. The applicant is requesting approval to amend and rezone a portion of the Master Planned Development (PD) zoning district of Meadow Glen, in lieu of the commercial development proposed on the property in the 1998 ordinance, the current proposal is to develop a mixed-use community

on this portion of the property including a maximum of 12,000 sf retail, office, institutional and personal service use, and 364 multifamily units.

EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES

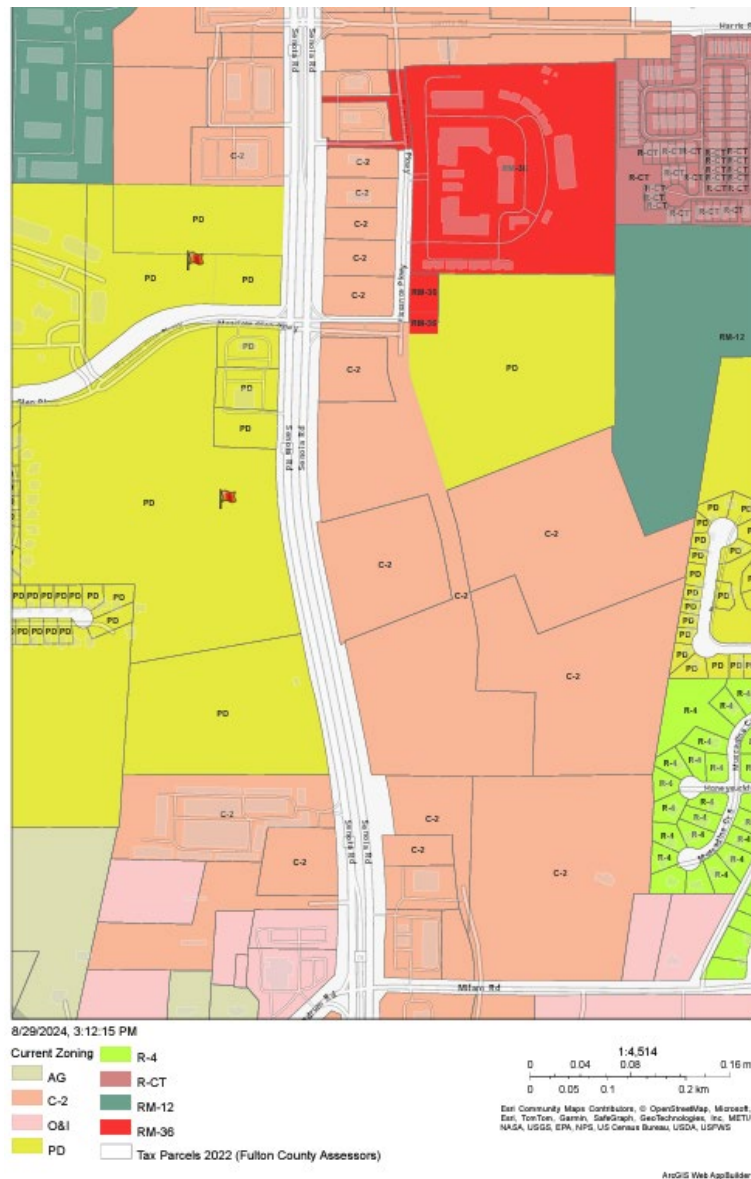
North: C-2 (General Commercial) and PD (Planned Development) - Commercial

East: PD (Planned Development) - Commercial

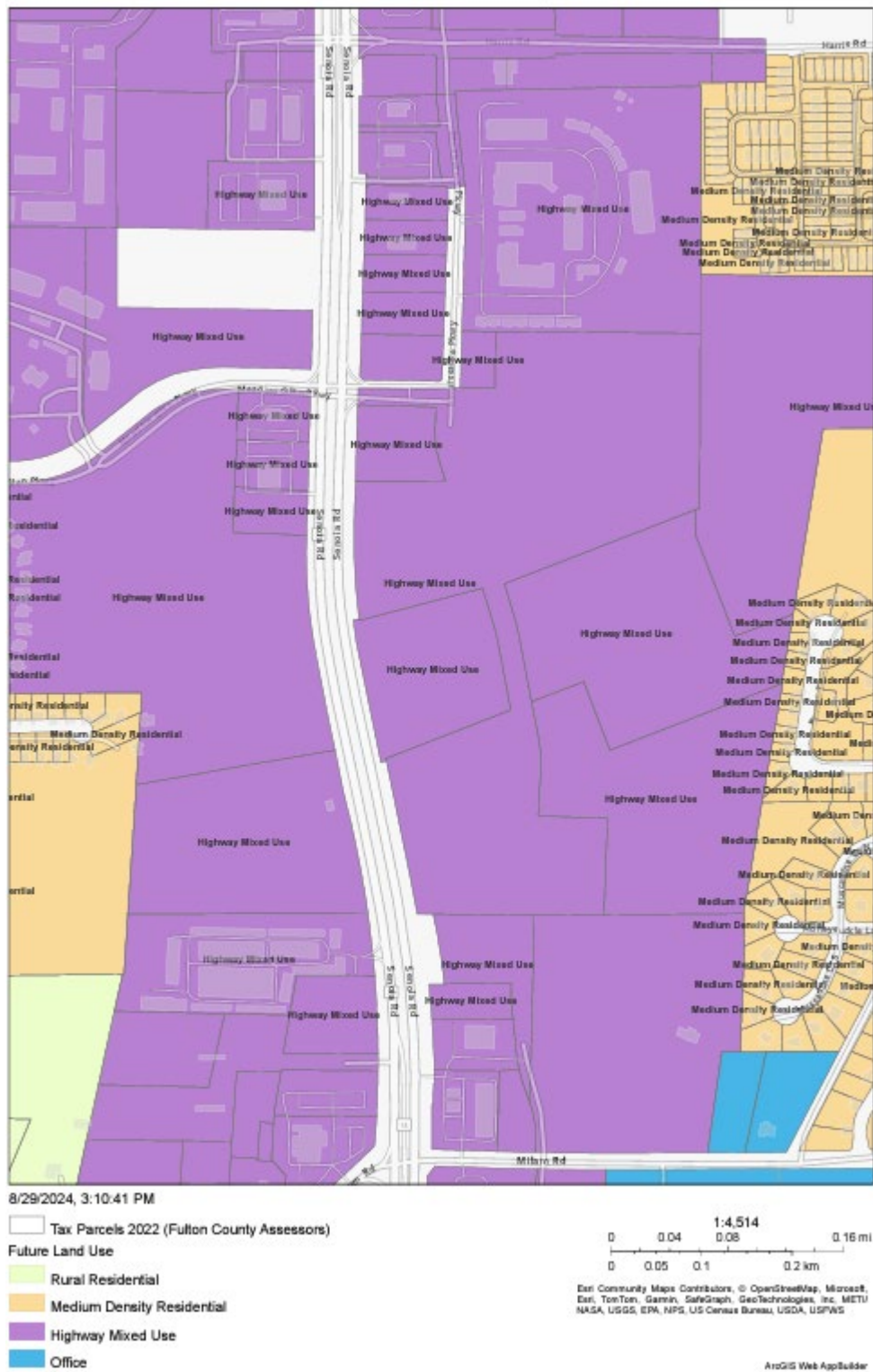
South: PD (Planned Development)- Single Family and Multifamily

West: PD (Planned Development)- Single Family and Multifamily

Zoning Map:



Future Land Use Map:



BACKGROUND

The subject parcel is located in the area designated as “commercial” in the original master plan for the Meadow Glen community. The development was annexed into the City of Fairburn in 1998, subsequently zoned as Planned Development for single family units, multifamily, commercial, and industrial areas.

The current regulations permit the following:

Residential:

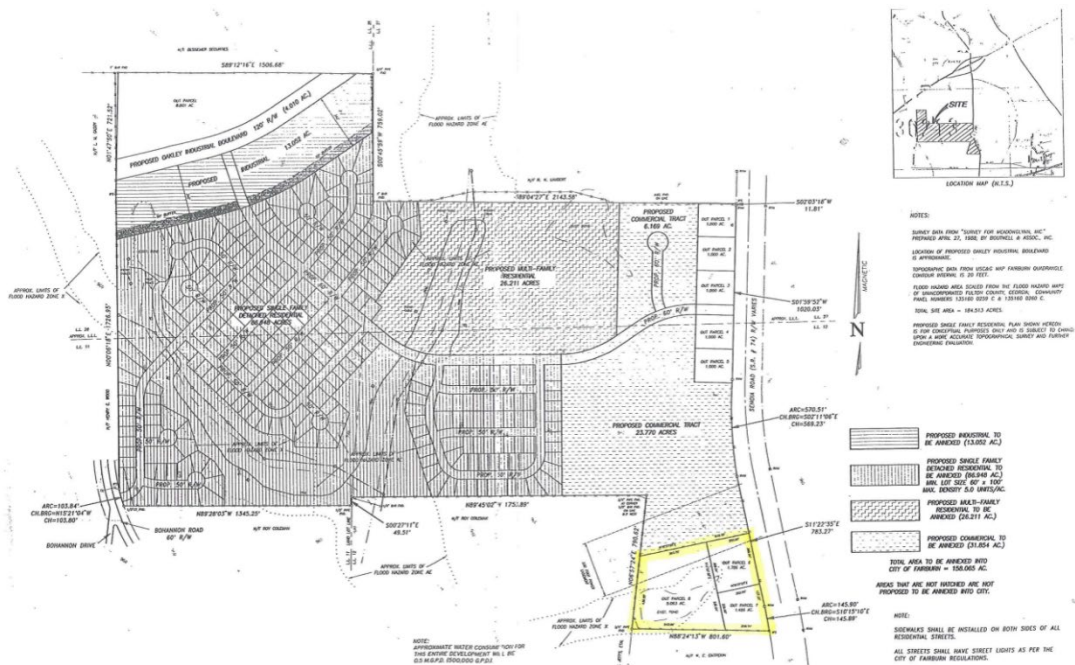
- Development of 208 multifamily units on 26.211 acres. This represents a density of eight (8) units per acre.
- Development of 284 single family units on 86.948 acres. This represents a density of 3.27 units per acre.

Commercial Areas:

- Major Group 55 (auto dealers and gasoline service stations) and Major Group 75 (auto repair and related services) as well as all of the conditional uses under the C-2 District regulations will be prohibited in the areas designated as “commercial”. Convenience stores (SIC Code 5411) which include gasoline sales will be permitted in the areas designated as “commercial”.

Industrial

- The area designated as “industrial” shall be limited to uses permitted in the M-1, Light industrial district.
- Developer shall covenant to preserve a recreation easement for the purpose of future trail construction by the Homeowners Association or the City of some 1,300 linear feet within the 50-foot buffer identified on the area designated as industrial land. All trail systems shall be available to all residents of Fairburn.



Public Participation:

The applicant held two community meetings on June 25, 2024, and July 23, 2024, and each meeting had only one attendee.

STAFF COMMENTS

A. Fire Department:

No Comments

B. Utility Department:

Water and sewer capacity is available as shown in the capacity letter that was sent to Chris Harrell on 7/8/2024.

C. Traffic Review:

1. The Traffic Impact Study failed to consider the City of Fairburn's requirements regarding turn lanes. The study should be revised to capture these requirements. In instances where there is conflict between the GDOT requirements and City of Fairburn requirements, the most restrictive or that imposing the highest standards shall govern.
2. Nothing in these regulations shall impose any obligation on the city to obtain or assist in obtaining permits, approvals, and/or clearances from other local, state or federal agencies having jurisdiction over elements of a project. It is solely the developer's responsibility to obtain all such required permits, approvals, and/or clearances. The developer shall furnish the city with copies of all such permits, approvals and/or clearances before authorization to proceed with development is requested. (Sec. 71-6) **Approval from the Georgia Department of Transportation will be required to be received prior to Site development Plan approval. A copy of the approved permit and approved plans are required to verify alignment with the proposed site development plans.**
3. Turning lanes may be required by the city to meet projected traffic demand and/or safe operations, as determined by the city engineer. When provided, turning lanes shall meet the following criteria:
 - Provide not less than 150 feet of storage length for arterial roadways.
 - Provide not less than 100 feet of storage length for collector roadways.
 - Provide taper lengths of not less than 100 feet. Longer storage and taper lengths may be required when traffic projections indicate they are justified. [Sec. 71-38 (4)]
1. Except as indicated, acceleration and deceleration lanes shall be provided for new street and driveway connections to existing streets. The lanes will not be required if any of the following conditions are met:
 - The driveway is for a one-family or two-family residence;
 - Total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as
 - a result of the proposed development (count of existing traffic must have been made within one year
 - of the development plan submittal date);
 - The driveway is for a small business with ingress/egress of less than 100 vehicles per day; or

- Construction cost of the lanes exceeds 25 percent of the estimated development cost. [Sec. 71-40]
- 2. Traffic control devices consisting of street name signs, traffic control signs, traffic markings and traffic signals shall be provided by the developer as appropriate to serve each development.
The Traffic Impact Study should be updated to analyze the intersection of Meadow Glenn Parkway and SR 47/Senoia to determine if a permissive or protected left-turn signal is required to be installed as a result of the proposed development.

D. Zoning Review:

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The request to rezone the subject property from commercial to mixed use with a substantial residential component is suitable based on the existing uses of the adjacent and nearby properties.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

The proposed rezoning request with sufficient buffers, traffic control and design standards should not adversely affect existing uses or the usability of nearby properties.

C. Does the property have reasonable economic use as currently zoned?

The property appears to have reasonable economic use as currently zoned.

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

The proposed rezoning and development would increase traffic on existing streets, given the requested density, a traffic impact report was provided, and city staff has requested conditions. An increase in impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff; however, these impacts would be mitigated with appropriate conditions, site development requirements, transportation improvements and planning. An increased impact is anticipated on school enrollment.

E. Is the proposal in conformity with the policies and intent of the land use plan?

The subject property designation in the Comprehensive Plan is Highway Mixed Use. There are two Commercial Character areas. One is simply entitled Commercial and is a more general designation. The other is Neighborhood Commercial. The Comprehensive plan states that it is important to minimize the impact of commercial areas on surrounding uses by considering their additional vehicular traffic generation, the potential of their aesthetics on the site and surrounding properties and ensuring compatibility. The Commercial Character Areas are adjacent to Residential and Office Industrial Character Areas, providing goods and services to workers, residents, and commuters within a reasonable distance of where they live, work, and travel.

Appropriate zoning districts in the Commercial Character Area include C-1, C-2, O & I, R-CT, RM-12, RM-36, and PD.

The following are the development strategies for the area:

- Vibrant commercial corridors that provide a comprehensive array of goods and services to Fairburn residents as well as Coweta and Fayette County residents
- Smaller scale, walkable retail centers with a variety of stores and shops
- Developments that are accessible and safe for pedestrians and cyclists, as well as automobiles
- To promote a variety of housing types in the area.
- Limit multi-family densities to no more than 36 units an acre
- Building height should be limited to four (4) stories.

- Multi-family and townhome should be used as a transition from the intense commercial use to the residential uses

Appropriate land uses in the Comprehensive Plan for the subject parcels:

- | | |
|---|--|
| — Mixed-Use | — Medical and professional offices/other service providers |
| — Retail Sales of Goods (Clothing, Shoes, Accessories, Gifts, Sporting Goods, etc.) | — Theaters |
| — Grocery Stores | — Multi-family housing |
| — Restaurants/Cafés | — Townhomes |
| — Drug Stores/Pharmacies | — Lodging |
| — Dry Cleaners | — Transit-oriented development |

The proposed development use does align with the Comprehensive Plan.

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Most of the adjacent properties in the master planned area are residential developments. As higher density residential demand has increased along Highway 74, there might be limited areas for commercial developments outside of quick serve restaurants or automotive uses in the city limits.

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

To the best of staff's knowledge, the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn. The developer will be required to adhere to the City's stream buffer ordinance and best management practices (BMP).

Staff Report:

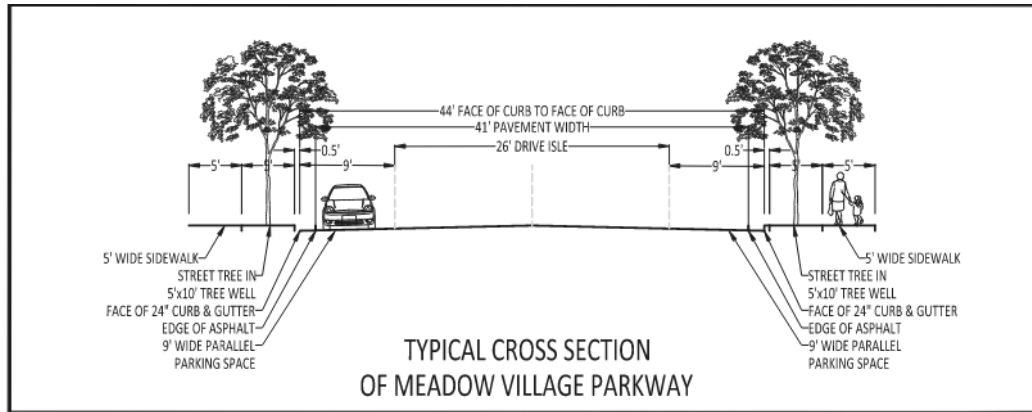
It is the opinion of staff that the rezoning request is in conformity with the Future Development Map, which designates the site as Highway Mixed Use. Based on the staff's evaluation of the request, the Department of Planning and Zoning recommends **APPROVAL** of the rezoning request with the following conditions:

General Requirements:

1. Prior to any site disturbance or building permits being issued for the project, the staff comments listed in this report must be addressed and approved by each department.
2. Implement the development, traffic improvement and/or traffic control requirements from the Public Works and Community Development Department.
3. A fence and minimum 30-foot wide vegetative buffer will be required on the rear of any parcel adjacent to existing single family residential developments, all proposed landscaping and fencing materials must be approved by staff.
4. Under no circumstances shall any mechanical equipment or related elements such as air conditioning units, meter boxes and utility conduits, HVAC mechanical equipment systems, satellite dishes or any other similar mechanical equipment or related elements be attached or mounted to any exterior building elevation that is visible from pedestrian view from required sidewalks along adjacent private streets or sidewalks abutting a common area or community amenity. Any mechanical equipment or related elements located at finished grade shall be completely screened from view with dense, evergreen landscaping or an opaque wall veneered in brick, indigenous rock or natural stone, with an appearance that is complementary to the architecture of the dwelling unit. All roof mounted equipment shall be screened from the public right-of-way.
5. Parking shall be on a paved or concrete surface.
6. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
7. A minimum of eight alternative fuel vehicle charging stations shall be provided on the property by the developer prior to the issuance of any commercial certificate of occupancy.
8. Additional landscaping may be required alongside side elevation facing public roads.
9. Provide permanently anchored bicycle racks as part of the internal pedestrian pathway network for short-term use.
10. Appropriate landscape features and pedestrian amenities, such as shading, seating, lighting, public art, trash cans, and other street amenities shall be provided.
11. Site shall be developed substantially as depicted on the submitted site plan and elevations, labeled Exhibit B and Exhibit C, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.

Streetscape Standards:

Along Meadow Village Parkway, the development shall have street furniture, 5' pedestrian sidewalk on both sides, a green strip with trees buffer or planting and regularly placed streetlights, on street parking (on both sides), with 2 vehicular lanes, see Exhibit A. All other parking areas must have vehicular use area landscaping subject to city staff approval.

Exhibit A**Development Standards:**

Maximum Density	364
Maximum Building Height (Buildings 1,2,4,6,7,8&9)	1 to 3 stories
Maximum Building Height (Buildings 3 and 5)	1 to 4 stories
Minimum Common Outdoor Area:	25%
Building Setbacks	
(1) Front:0'	
(2) Side:0'*	
*required 10' minimum separation between structures	
(3) Rear:15'	

Residential Standards:

The total number of units shall not exceed (364) total dwelling units:

1. To ensure a mix of uses, for every 182 residential units constructed, there shall be a minimum of 6,000 square feet of commercial, office, and/or institutional use constructed." The project shall include an amenity package for the residential units including a clubroom and pool.
2. Exterior materials on the residential units shall include a minimum of thirty percent (30%) brick or stone and forty percent (40%) stone or other cementitious materials. Vinyl siding and veneers are prohibited.
3. Along Meadow Village Parkway, each unit above the first floor will have at minimum one private balcony per unit. Balconies and decks shall consist of concrete or composite board decking materials and shall be supported by metal or wood brackets having an appropriate size and strength or with architectural columns or pillars also having an appropriate size and strength. The required brackets or architectural columns or pillars shall have an appearance that is complementary to the architecture of the overall structure.
4. The minimum heated floor area per residential unit shall be 600 square feet.
5. The number of three (3) bedroom multifamily units shall be limited to no more than ten percent (10%) of the total number of units.
6. Security bars on doors and or windows shall be prohibited.

7. All dumpsters shall be screened from public view on three sides by a masonry wall enclosure that is a minimum of eight feet in height. The fourth side shall provide access by an opaque steel gate.
8. Outdoor lighting shall incorporate shielding in their designs to reflect light away from adjacent properties and streets.

Standards for Non-Residential and Mixed-Use Buildings.

1. Building materials for facades of buildings oriented to public streets shall be constructed of brick, stone (natural or artificial), textured concrete masonry units, wood, stucco, cement-based siding, or glass. Polyvinyl chloride building products are prohibited.
2. The development shall include at least 12,000 sf of commercial, office, and/or institutional.
3. The length of facade without intervening fenestration, architectural detailing or entryway shall not exceed thirty (30) feet.
4. All building facades that contain a public entrance shall include fenestration into their design. All fenestration treatments shall be visually and architecturally consistent and compatible with each other. The director of planning and zoning may consider fenestration amounts that differ from the standards above based upon the use, visibility from public areas, and other architectural treatments proposed on the structure.
5. The primary pedestrian access to all sidewalk level uses and business establishments with public or private street frontage, or parking lot frontage shall be directly accessible and visible from the sidewalk adjacent to such street or parking lot.
6. The development must include a neighborhood park area with all the amenities and structures illustrated in the March 2024 Concept Rendering enclosed in the application.

Prohibited uses:

1. Drug rehabilitation center or other facility for treatment of drug dependency;
2. Halfway house;
3. Residential mental health facility;
4. Transitional housing facility;
5. Gas Stations
6. Drive Through Restaurants
7. Automotive repair and maintenance;
8. Home and garden equipment repair and maintenance;
9. Pawn shops;
10. Motor vehicle sales;
11. Any industrial uses;
12. Overnight commercial vehicle parking; and
1. The applicant must submit an updated conceptual layout of site plan and the final building elevations subject to approval of the Planning Commission and in compliance with the zoning conditions.

ZONING SITE PLAN
MEADOW GLEN VILLAGE
 LOTS 1 & 2, DISTRICT 10
 FAYETTE COUNTY, GEORGIA

TYPICAL CROSS SECTION OF MEADOW GLEN DRIVEWAY

GENERAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY ZONING ORDINANCES.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY SUBDIVISION ORDINANCES.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY LANDSCAPE ARCHITECTURE ORDINANCES.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY UTILITY ORDINANCES.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY PUBLIC WORKS ORDINANCES.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY ENVIRONMENTAL ORDINANCES.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY HISTORIC PRESERVATION ORDINANCES.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY CULTURAL HERITAGE ORDINANCES.
 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY ARCHITECTURAL ORDINANCES.
 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY PLANNING ORDINANCES.

PROJECT INFORMATION:
 PROJECT NAME: MEADOW GLEN VILLAGE
 PROJECT LOCATION: LOT 1 & 2, DISTRICT 10, FAYETTE COUNTY, GEORGIA
 PROJECT OWNER: [REDACTED]
 PROJECT ARCHITECT: [REDACTED]
 PROJECT ENGINEER: [REDACTED]

LEGEND:
 1. BUILDING FOOTPRINT
 2. PARKING LOT
 3. DRIVEWAY
 4. LANDSCAPING
 5. UTILITY
 6. PUBLIC WORKS
 7. ENVIRONMENTAL
 8. HISTORIC PRESERVATION
 9. CULTURAL HERITAGE
 10. ARCHITECTURAL
 11. PLANNING

NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY ZONING ORDINANCES.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY SUBDIVISION ORDINANCES.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY LANDSCAPE ARCHITECTURE ORDINANCES.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY UTILITY ORDINANCES.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY PUBLIC WORKS ORDINANCES.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY ENVIRONMENTAL ORDINANCES.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY HISTORIC PRESERVATION ORDINANCES.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY CULTURAL HERITAGE ORDINANCES.
 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY ARCHITECTURAL ORDINANCES.
 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FAYETTE COUNTY PLANNING ORDINANCES.

Exhibit C





CEPT RENDERINGS

Meadow Glen Village
Conceptual Architecture & Landscape
BORTMAN TSW



ONCEPT RENDERINGS

Meadow Glen Village
Concept Design | May 2024
BORTMAN TSW

Concurrent Variance

In accordance with Section 80-251, the applicant submitted a request for a concurrent variance is to reduce the required parking from 2.0 spaces per dwelling unit to 1.5 spaces per dwelling unit and to reduce required parking for restaurant use from 1 space per 100 square feet to 1 space per 150 square feet, Sec. 80-337.

Standards for Variance Consideration

Section 80-251 of the City's Zoning Ordinance includes one or more criteria, which must be met before a variance can be approved. Variances may be considered in all districts. Primary variances and concurrent variances shall only be granted upon showing that:

A. "Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; OR"

Yes, The zoning ordinance requires two parking spaces per dwelling unit, however, multifamily developments in this market and similar markets typically demand parking of 1.5 spaces and other developments have been granted relief from this requirement. Staff is of the opinion that the request to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit is in harmony with the intent of the Zoning Ordinance and would not be a detriment to adjacent properties. The proposed 364-unit multi-family residential development would require 728 parking spaces and the applicant is proposing 424 surface parking spaces. The off-street parking regulations does not provide separate standards for multi-family or single-family development. Both residential uses require 2 parking spaces per dwelling units. The majority of the units are one- and two-bedroom units; therefore, additional parking spaces will not be required to accommodate the number of proposed units. Additionally, the request is consistent with industry standards (1 to 1.5 spaces for 1 bedroom, 1.5 to 2 spaces for 2 bedrooms and 1.75 to 2 spaces for 3 bedrooms).

B. "The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; OR "

There are not extraordinary and exceptional conditions pertaining to the property due to its size, shape or topography. However, the property is subject to the Georgia Power easement.

B. A significant portion of the development does have an irregular shape with a significant amount of frontage on existing roads. N/A

Staff recommends **APPROVAL** of the concurrent variance petition.

Re: REZONING ORDINANCE _____
Property of White Brookwood, LLC
Highway 74/Senoia Road and Meadow Glen Parkway
Parcel ID No.: 09F020100121014 & 09F070000271062
23 +/- acres
District 9F, Land Lot Nos. 12 & 27
TWO CONCURRENT VARIANCES

**STATE OF GEORGIA
COUNTY OF FULTON**

AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM PD (PLANNED DEVELOPMENT) ZONING DISTRICT TO PD (PLANNED DEVELOPMENT) ZONING DISTRICT WITH TWO CONCURRENT VARIANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME:

Section 1. That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from PD (Planned Development) Zoning District to PD (Planned Development) Zoning District with two (2) concurrent variances subject to the following conditions:

A. To the owner's agreement to restrict the use of the subject property and abide by the following:

General Requirements:

1. Prior to any site disturbance or building permits being issued for the project, the staff comments listed in the Planning and Zoning Commission report must be addressed and approved by each department.
2. Implement the development, traffic improvement and/or traffic control requirements from the Public Works and Community Development Department.
3. A fence and minimum 30-feet wide vegetative buffer will be required on the rear of any parcel adjacent to existing single family residential developments, all proposed landscaping and fencing materials must be approved by staff.
4. Under no circumstances shall any mechanical equipment or related elements such as air conditioning units, meter boxes and utility conduits, HVAC mechanical equipment systems, satellite dishes or any other similar mechanical equipment or related elements be attached or mounted to any exterior building elevation that is visible from pedestrian view from required sidewalks along adjacent private streets or sidewalks abutting a common area or community amenity. Any mechanical equipment or related elements located at finished grade shall be completely screened from view with dense, evergreen landscaping or an opaque wall veneered in brick, indigenous rock or natural stone, with an appearance that is complementary to the architecture of the dwelling unit. All roof mounted equipment shall be screened from the public right-of-way.
5. Parking shall be on a paved or concrete surface.

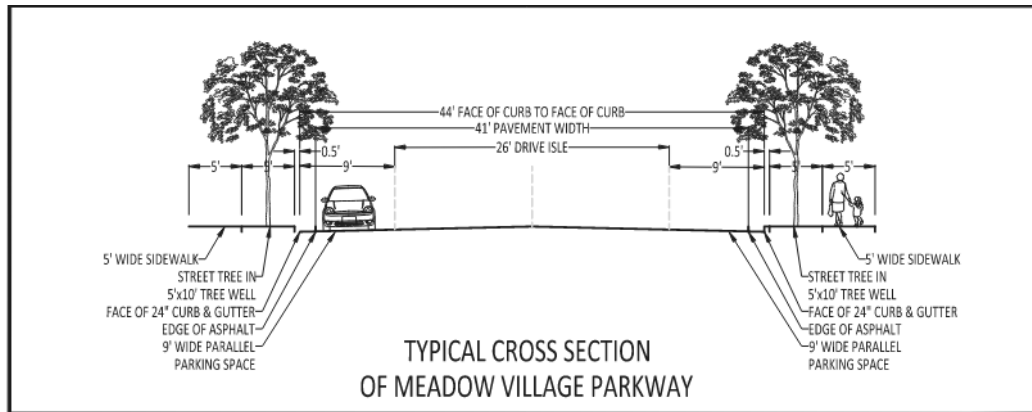
6. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
7. A minimum of eight alternative fuel vehicle charging stations shall be provided on the property by the developer prior to the issuance of any commercial certificate of occupancy.
8. Additional landscaping may be required alongside side elevation facing public roads.
9. Provide permanently anchored bicycle racks as part of the internal pedestrian pathway network for short-term use.
10. Appropriate landscape features and pedestrian amenities, such as shading, seating, lighting, public art, trash cans, and other street amenities shall be provided.
11. Site shall be developed substantially as depicted on the submitted site plan and elevations, labeled Exhibit B and Exhibit C, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.

B. To the owner's agreement to abide by the following:

Streetscape Standards:

Along Meadow Village Parkway, the development shall have street furniture, 5' pedestrian sidewalk on both sides, a green strip with trees buffer or planting and regularly placed streetlights, on street parking (on both sides), with 2 vehicular lanes, see Exhibit A. All other parking areas must have vehicular use area landscaping subject to city staff approval.

Exhibit A



Development Standards:

Maximum Density	364
Maximum Building Height (Building 8)	1 to 3 stories
Maximum Building Height (Buildings 1, 2, 3, 4, 5, 6 & 7)	1 to 4 stories
Minimum Common Outdoor Area:	25%
Building Setbacks	
(1) Front:0'	

(2) Side:0’*

*Required 10’ minimum separation between structures

(3) Rear:15’

Residential Standards:

The total number of units shall not exceed (364) total dwelling units:

1. To ensure a mix of uses, for every 150 residential units there shall be 6,000 square feet of commercial tenant space constructed. There shall be a certificate of completion for 6,000 square feet of commercial space. If the 150-unit cap is reached without using all the area designated as commercial and open space, the remaining undeveloped area shall revert to a non-residential or vertical mixed-use classification.
2. The project shall include an amenity package for the residential units including a clubroom and pool.
3. Exterior materials on the residential units shall include a minimum of thirty percent (30%) brick or stone and forty percent (40%) stone or other cementitious materials. Vinyl siding and veneers are prohibited.
4. Along Meadow Village Parkway, each unit above the first floor will have at minimum one private balcony per unit. Balconies and decks shall consist of concrete or composite board decking materials and shall be supported by metal or wood brackets having an appropriate size and strength or with architectural columns or pillars also having an appropriate size and strength. The required brackets or architectural columns or pillars shall have an appearance that is complementary to the architecture of the overall structure.
5. The minimum heated floor area per residential unit shall be 600 square feet.
6. The number of three (3) bedroom multifamily units shall be limited to no more than ten percent (10%) of the total number of units.
7. Security bars on doors and or windows shall be prohibited.
8. All dumpsters shall be screened from public view on three sides by a masonry wall enclosure that is a minimum of eight feet in height. The fourth side shall provide access by an opaque steel gate.
9. Outdoor lighting shall incorporate shielding in their designs to reflect light away from adjacent properties and streets.
10. Garages are allowed and shall be integrated into the overall design of the site and shall be prohibited in the front and side yards. Garages shall be designed in a manner consistent with the architectural design of the multifamily residential buildings.

Standards for Non-Residential and Mixed-Use Buildings.

1. Building materials for facades of buildings oriented to public streets shall be constructed of brick, stone (natural or artificial), textured concrete masonry units, wood, stucco, cement-based siding, or glass. Polyvinyl chloride building products are prohibited.
2. The development shall include at least 12,000 sf of commercial development.
3. The length of facade without intervening fenestration, architectural detailing or entryway shall not exceed thirty (30) feet.
4. All building facades that contain a public entrance shall include fenestration into their design. All fenestration treatments shall be visually and architecturally consistent and compatible with each other. The director of planning and zoning may consider fenestration amounts that differ from the standards above based upon the use, visibility from public areas, and other architectural treatments proposed on the structure.

5. The primary pedestrian access to all sidewalk level uses and business establishments with public or private street frontage, or parking lot frontage shall be directly accessible and visible from the sidewalk adjacent to such street or parking lot.
6. The development must include a neighborhood park area with all the amenities and structures illustrated in the March 2024 Concept Rendering enclosed in the application.

Prohibited uses:

1. Drug rehabilitation center or other facility for treatment of drug dependency;
2. Halfway house;
3. Residential mental health facility;
4. Transitional housing facility;
5. Gas Stations
6. Drive Through Restaurants
7. Automotive repair and maintenance;
8. Home and garden equipment repair and maintenance;
9. Pawn shops;
10. Motor vehicle sales; and
11. Overnight commercial vehicle parking.

The applicant must submit an updated conceptual layout of site plan and the final building elevations subject to approval of the Planning Commission and in compliance with the enclosed development and design guidelines recommendations.

Section 2. That the concurrent variances to the rezoning are as follows:

1. A variance from Chapter 80, Zoning, Article II, Section 80-337(a) to reduce the required parking from 2 spaces per dwelling unit to 1.50 spaces per dwelling unit.
2. A variance from Chapter 80, Zoning, Article II, Section 80-337(b)(5) to reduce the required parking for restaurant use from 1 space per 100 square feet to 1 space per 150 square feet.

Section 3. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 4. That the official maps referred to on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

Section 5. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had

known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 6. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th day of October, 2024; and

Section 7. This Ordinance shall become effective on the 14th day of October, 2024.

Section 8. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 14th day of October, 2024, by the Mayor and Council of the City of Fairburn, Georgia.

Mario Avery, Mayor

ATTEST:

Brenda James, City Clerk

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Text Amendment - Nonconforming Signs

ITEM TYPE: Ordinance

SUBMITTED: 10/08/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 10/14/2024

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For the Mayor and City Council to review the proposed amendments to Chapter 80 (Zoning), Article XII (Sign Regulations), Section 435 (Grandfathered and nonconforming signs).

HISTORY:

N/A

FACTS AND ISSUES:

The Georgia Department of Transportation (GDOT) will widen the right-of-way of Senoia Road (Highway 74), with construction slated to start next year. GDOT has condemned and acquired the land to do such. Several businesses have been affected, and the signage has to be relocated. However, due to our current regulations, legally nonconforming signs cannot be relocated or changed for any reason other than compliance.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of the ordinance to amend the regulations in Chapter 80 (Zoning), Article XII (Sign Regulations), Section 435 (Grandfathered and nonconforming signs).

ATTACHMENTS:

1. Text Amendment Nonconforming Signs.FINALOrdinance.100424

Re: AMENDMENT TO CITY OF FAIRBURN ZONING
ORDINANCE _____

AN ORDINANCE TO AMEND CHAPTER 80. ZONING, ARTICLE XII. SIGN REGULATIONS, DIVISION I. GENERALLY, SECTION 80-435 GRANDFATHERED AND NONCONFORMING SIGNS IN ORDER TO ALLOW FOR THE RELOCATION OF LEGAL NONCONFORMING SIGNS THAT ARE AFFECTED BY CONDEMNATIONS OR ACQUISITIONS OF PROPERTY BY GOVERNMENTAL AUTHORITIES, AGENCIES, BODIES OR UTILITIES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

Whereas, zoning ordinance amendments are important in order to continue the realization of the vision, goal and policies set forth by Staff and the community in the most recent Comprehensive Land Use Plan update;

Whereas, pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing on the city-initiated zoning ordinance text amendment was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th day of October, 2024; and

Whereas, in accordance with the requirements of the Zoning Ordinance, the Planning and Zoning Commission of the City of Fairburn has forwarded its recommendation to the Mayor and City Council that the amendment to Chapter 80. Zoning. Article XII, Sign Regulations, Division I. Generally, Section 80-435 Grandfathered and nonconforming signs be approved to allow for the relocation of legal nonconforming signs affected by condemnation or acquisition of property by governmental authorities, agencies, bodies or utilities; and

Whereas, after the aforementioned public hearing, the Mayor and Council have determined that adoption of the amendment to Chapter 80. Zoning. Article XII, Sign Regulations, Division I. Generally, Section 80-435 Grandfathered and nonconforming signs be approved to allow for the relocation of legal nonconforming signs affected by condemnation or acquisition of property by governmental authorities, agencies, bodies or utilities would be in the best interest of residents, property owners, businesses and citizens of the City of Fairburn; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby ordained by the authority of same that the amendment to Chapter 80. Zoning. Article XII, Sign Regulations, Division I. Generally, Section 80-435 Grandfathered and nonconforming signs be approved to allow for the relocation of legal nonconforming signs affected by condemnation or acquisition of property by governmental authorities, agencies, bodies or utilities in the Fairburn Zoning Ordinance as depicted as follows:

Section 1. Adoption of an amendment to Chapter 80. Zoning. Article XII, Sign Regulations, Division I. Generally, Section 80-435 Grandfathered and nonconforming signs as follows:

(12) If the city or any other lawfully constituted state or federal governmental authority, agency or body or utility having the authority of eminent domain condemns or acquires property in the city, and, as the sole result of such condemnation or acquisition, an existing nonconforming sign that was legally erected must be removed, the existing nonconforming sign that was legally erected may be relocated on the same lot on which the original nonconforming sign that was legally erected was located. In the relocation of a legally erected nonconforming sign as the result of an act of eminent domain, any nonconformities with respect to height, shape, or signage area may not be increased or changed beyond those that exist as of the date of taking unless the changes will bring the sign into compliance. However, the relocated sign may be relocated closer to the right-of-way than otherwise allowed by the current setback requirements provided it will not impact line of sight or otherwise constitute a safety concern.

Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 3. This Ordinance shall become effective on the 14th day of October, 2024.

Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to the extent of the conflict.

APPROVED this 14th day of October, 2024, by the Mayor and Council of the City of Fairburn, Georgia.

Mario Avery, Mayor

ATTEST:

Brenda James, City Clerk

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Text Amendment - Future Land Use Amendment

ITEM TYPE: Ordinance

SUBMITTED: 10/06/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 10/14/2024

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For the Mayor and City Council to review the proposed text amendment to Chapter 80 (Zoning), Article VIII (Zoning Districts), Sec 80-301.

HISTORY:

Georgia's Department of Community Affairs requires that communities undertake a Comprehensive Plan update every 5 years to maintain Qualified Local Government (QLG) status. Each Georgia municipality that utilizes zoning or similar land development regulations within the scope of the state's Zoning Procedures Law is required to include a Land Use element within its Plan. At the core of this element is the intent to demonstrate how the locally adopted land use tools will be used to shape and improve the nature of land development within the jurisdiction to meet the social, economic, and ecological needs of its residents. The current Comprehensive Plan was adopted in 2021, and the required update must be completed by October of 2025.

FACTS AND ISSUES:

The enclosed draft is a recommendation to establish a process and review standards for future land use map updates. All parcels in the city have both a zoning and future land use designation. The zoning districts define permitted uses and contain the design and development guidelines for those intended uses. The land use designation in the comprehensive plan provides guidance on the "future use" of each property and establishes the perimeters for density or intensity for a particular area. The Comprehensive Plan may encourage (but not guarantee) various zoning districts within a given future land use designation.

If the City Council, Planning and Zoning Commission, or a property owner desires to encourage development that does not conform to the current future land use designation, the proposed text amendment provides a process to request a future land use amendment, which may accommodate a

rezoning application.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of the proposed ordinance to establish a process and review standards for future land use map updates.

ATTACHMENTS:

1. Text Amendment Ordinance.Comp Plan Amendment.FINAL.100424

Re: AMENDMENT TO CITY OF FAIRBURN ZONING
ORDINANCE _____

AN ORDINANCE TO AMEND CHAPTER 80. ZONING, ARTICLE VIII. AMENDMENTS TO ZONING CODE AND MAP, SECTION 80-301 IN ORDER TO ALLOW FOR A PROCESS TO REQUEST A FUTURE LAND USE AMENDMENT; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

Whereas, zoning ordinance amendments are important in order to continue the realization of the vision, goal and policies set forth by Staff and the community in the most recent Comprehensive Land Use Plan update;

Whereas, pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing on the city-initiated zoning ordinance text amendment was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th day of October, 2024; and

Whereas, in accordance with the requirements of the Zoning Ordinance, the Planning and Zoning Commission of the City of Fairburn has forwarded its recommendation to the Mayor and City Council that the amendment to Chapter 80 – Zoning, Article VIII. Amendments To Zoning Code And Map, Section 80-301 be approved to allow for a process to request a future land use amendment; and

Whereas, after the aforementioned public hearing, the Mayor and Council have determined that adoption of the amendment to Chapter 80 – Zoning, Article VIII. Amendments To Zoning Code And Map, Section 80-301 be approved to allow for a process to request a future land use amendment would be in the best interest of residents, property owners, businesses and citizens of the City of Fairburn; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby ordained by the authority of same that Chapter 80 – Zoning, Article VIII. Amendments To Zoning Code and Map, Section 80-301 be amended in the Fairburn Zoning Ordinance as depicted as follows:

Section 1. Adoption of an amendment to Chapter 80 – Zoning, Article VIII. Amendments To Zoning Code And Map, Section 80-301 as shown in Exhibit A attached to this Ordinance.

Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part

1 thereof. The City Council declares that it would have passed the remaining parts of this Ordinance
2 or retained the previously existing Ordinance if it had known that such part of parts hereof would
3 be declared or adjudicated invalid or unconstitutional.
4

5 **Section 3.** This Ordinance shall become effective on the 14th day of October, 2024.
6

7 **Section 4.** All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to
8 the extent of the conflict.
9

10 APPROVED this 14th day of October, 2024, by the Mayor and Council of the City of Fairburn,
11 Georgia.
12

13 _____
14 Mario Avery, Mayor
15

ATTEST:

Brenda James, City Clerk
16

17 APPROVED AS TO FORM:
18

19 _____
20 Rory K. Starkey, City Attorney
21
22

EXHIBIT A

Secs. 80-301 COMPREHENSIVE LAND USE PLAN AMENDMENTS

The Comprehensive Land Use Plan (CLUP) may be amended from time to time for specific properties on the CLUP Future Land Use Map by the City Council under the procedures hereinafter specified. Such changes are referred to as "CLUP amendments" in the Ordinance.

Initiation.

- A. A proposed change in the land use designation on the Future Land Use Map may be initiated by the City Council, the Planning Commission, or by any person who owns property within the City. Unless initiated by the City Council or the Planning Commission, all such applications shall be initiated by the owner of a majority interest in the property affected.
- B. Any other proposal to change or amend the Comprehensive Land Use Plan shall only be initiated by the City Council or the Planning Commission, and shall be considered under the requirements of the *Minimum Standards and Procedures for Local Comprehensive Planning* as adopted by the Georgia Board of Community Affairs, in lieu of the procedures herein.
- C. A CLUP amendment initiated by a property owner shall be submitted to the Director within filing deadlines and on application forms prepared by the City of Fairburn. The application forms and filing deadlines shall be published and made available to the public. All applications not filed by the City shall be accompanied by a non-refundable fee as fixed from time to time by the City of Fairburn.
- D. An application for a CLUP amendment affecting the same property shall not be considered by the City Council more often than once every 12 months; provided, however, that the City Council may approve a reduction in the waiting period.

Public hearing process.

Before taking final action on a proposed CLUP amendment, the Mayor and City Council each shall hold a public hearing on the proposal. The Director shall publish the schedule of the public hearing dates on an annual basis, along with application filing deadlines.

A. *Public Notice.*

1. *Notification to the General Public.*

- a. At least (15) days but not more than forty-five (45) days prior to each public hearing, notice shall be published in a newspaper of general circulation within the City. The Director shall prepare such notice, which shall state the time, place and purpose of the hearing.
- b. If a CLUP amendment is to be heard at the public hearing then:
 - (1) The notice in addition to the requirements above, shall include the location of the property, the present land use designation of the property and the proposed land use designation of the property; and
 - (2) The Director shall post, at least fifteen (15) days prior to the public hearing, on a conspicuous place on the property for which an application has been submitted, a sign or signs stating the date, time and place for the public hearing, and the public hearing case number.

2. *Notice to Surrounding Property Owners:* If the proposed CLUP amendment affects only one (1) property, notice shall also be given to the surrounding property owners as follows:

- a. At least fifteen (15) days prior to the first public hearing at which the amendment will be considered, the Director shall cause a notice to be mailed to the:

- (1) All persons owning record title to the property located within 1000 feet of the property that is the subject matter of amendment.
 - b. The notice shall state the time, place and purpose of the hearings by the Mayor and City Council. The written notice shall be mailed to the last known address of the property owners as such addresses appear on the Fulton County ad valorem tax records.
 3. *Neighborhood Meeting*: At least one neighborhood meeting must be held to discuss the request At least fifteen days before the public hearing. The neighborhood meeting must comply with standards and procedures outlined in section 80-474 and section 80-475.
 4. *Associated Applications for Zoning or Use*. If an application for a CLUP amendment is associated with a proposal to rezone property or to obtain approval of a use, the public notice for the CLUP amendment and the zoning change and conditional use may be combined.
- B. City Council.
1. The Director or his or her designee shall present each proposed CLUP amendment to the City Council, together with the staff recommendation.
 2. Following the public hearing, action may be taken by the City Council by majority of those voting approving or rejecting the proposal, or allowing withdrawal if so requested by the applicant (with or without prejudice), or the City Council may table the proposal for consideration at its next regular meeting.

Standards for CLUP amendment approval.

The Mayor and City Council shall consider the following in evaluating a CLUP amendment, giving due weight or priority to those factors particularly appropriate to the circumstances of the application:

1. The extent to which a change in the economy, land use or development opportunities of the area has occurred.
2. The extent to which additional land area is needed to be developed for a specific type of use.
3. The extent to which the proposed designation is in compliance with the concerns, goals and policies of the Comprehensive Plan.
4. The extent to which the proposed designation would impact public health, safety or welfare.
5. The extent to which additional land area needs to be made available or developed for a specific type of use.
6. Whether the proposed land use change will adversely affect the existing use or usability of adjacent or nearby properties
7. Whether the proposed land use change will result in uses which will or could cause excessive or burdensome uses of existing streets, transportation facilities, utilities, public services or schools, or any infrastructure.
8. Describe how the resultant changes impact or benefit the City of Fairburn relative to all of the items listed below:
 - Community Design;
 - Cultural Resources;
 - Economic Development;
 - Environment;
 - Fire and Rescue; Housing (residential developments only);
 - Land Use;

- Libraries (residential developments only);
- Open Space;
- Parks;
- Police;
- Potable Water;
- Schools (residential developments only);
- Sewer;
- Transportation;
- Sector Plan/Small Area Plan (if applicable);

Withdrawal and deferral.

- A. Any applicant wishing to withdraw a proposed CLUP amendment shall file a written request for withdrawal with the Director.
 1. If the request for withdrawal is received prior to the publication of notice for the public hearing, the CLUP amendment shall be withdrawn administratively by the Director without prejudice or restriction on the re-filing of a proposed CLUP amendment on the property.
 2. Should any request for withdrawal be made by the applicant at the City Council's public hearing, the CLUP amendment shall remain on the public hearing agenda and the withdrawal request shall be considered for approval or denial, with or without prejudice, by the City Council.
- B. Any applicant wishing to defer a proposed CLUP amendment shall file a written request for a deferral with the Director.
 1. A written request may be received by the Director up to three times for any CLUP application. The first two deferral requests may be granted by the Director. A third deferral request requires City Council approval.
 2. Each written request for deferral shall be accompanied by a \$500.00 re-advertising fee established by the Director.

State of Georgia oversight.

- A. *Applications.* A proposed CLUP amendment shall be submitted by the applicant to the Atlanta Regional Commission as a Comprehensive Plan Amendment prior to submission of the application to the City if the proposed CLUP Amendment qualifies as a Development of Regional Impact.
- B. *Major Amendments.* If the Mayor and City Council, at their public hearing, determines that the CLUP amendment is a "major amendment" under the State guidelines in that it is justified only because the conditions or policies underlying the Comprehensive Land Use Plan have changed significantly so as to alter the basic tenets of the Plan, then no action shall be taken on the amendment until the review process mandated by the State's Minimum standards and Procedures for local Comprehensive Planning shall have been completed.

Effect.

Approval of a CLUP amendment shall be in full force and effect upon its approval or upon the stated effective date thereof.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Poplar Commons/Landmark - Rezoning

ITEM TYPE: Ordinance

SUBMITTED: 10/06/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 10/14/2024

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For the Mayor and City Council to review the proposed rezoning and concurrent variance request for Poplar Commons/Landmark.

HISTORY:

N/A

FACTS AND ISSUES:

Property Owner: Jeff Lindsey Communities & Landmark Christian School

Applicant: Freedom Land Holdings, LLC

Property Location: 0 Milo Fisher St and Highway 92 / East Campbellton Street, Parcel No.

09F100900520332, 09F100900520340, 09F100900520357, 09F100900520167

The applicant is requesting to rezone 6.3 acres, from Agricultural Zoning District and R-3 (Single Family) to R-CT to construct 31 homes. The applicant is also requesting a concurrent variance to waive the 25' buffer required along all public right-of-way. The proposed development includes houses that will front Milo Fisher Road and East Campbellton Street / Highway 92. The applicant is proposing a 10' wide front building setback from these roads with sidewalks from the front of the houses connecting to the existing sidewalks along these roads. Section 80-367.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request for Mayor and Council to table this item. The applicant is requesting an amendment to the future land use map and the review standards and process are presently under consideration.

ATTACHMENTS:

1. Planning and Zoning Commission Report _ Staff Report_
2. MCC_Poplar Commons_ Application and Materials
3. Public Comments

PLANNING AND ZONING COMMISSION REPORT

To: Planning and Zoning Commission

From: Denise Brookins, Planning and Zoning Director

Date: August 6, 2024

Agenda Item: Popular Commons/Rezoning: from R-3 Single Family to R-CT – Single Family Detached Dwelling (Residential) Milo Fisher St & East Campbellton St

APPLICANT/PETITIONER INFORMATION

Property Owner	Petitioner
Jeff Lindsey Communities & Landmark Christian School	Freedom Land Holdings, LLC

PROPERTY INFORMATION

Address, Parcel Number	0 Milo Fisher St and Highway 92 / East Campbellton Street Parcel No. 09F100900520332, 09F100900520340, 09F100900520357, 09F100900520167
Frontage:	Milo Fisher St & East Campbellton St
Area of Property:	6.3 acres +/-
Existing Zoning and Use:	R-3 and AG
Overlay District:	N/A
Prior Zoning Cases/History:	N/A

2035 Comprehensive Future Land Use Map Designation:

The Town Center Mixed Use character area includes Downtown Fairburn and the surrounding core. Downtown is the historic node of the city, with traditional, commercial land uses and limited residential development.

The Rural Residential - this residential character area is meant to Preserve a rural feel and transition to the very low-density uses in the rural areas surrounding the city in the City of South Fulton, Fayette, and Coweta counties.

SUMMARY OF THE REQUEST

Proposed Zoning:	R-CT Residential Condominium/Townhouse District
Variance Request	Concurrent Variance- A request to waive the 25' buffer required along all public right -of-way. The proposed development includes houses that will front Milo Fisher Road and East Campbellton Street / Highway 92. The applicant is proposing a 10' wide front building setback from these roads with sidewalks from the front of the houses connecting to the existing sidewalks along these roads. Section 80-367

INTENT

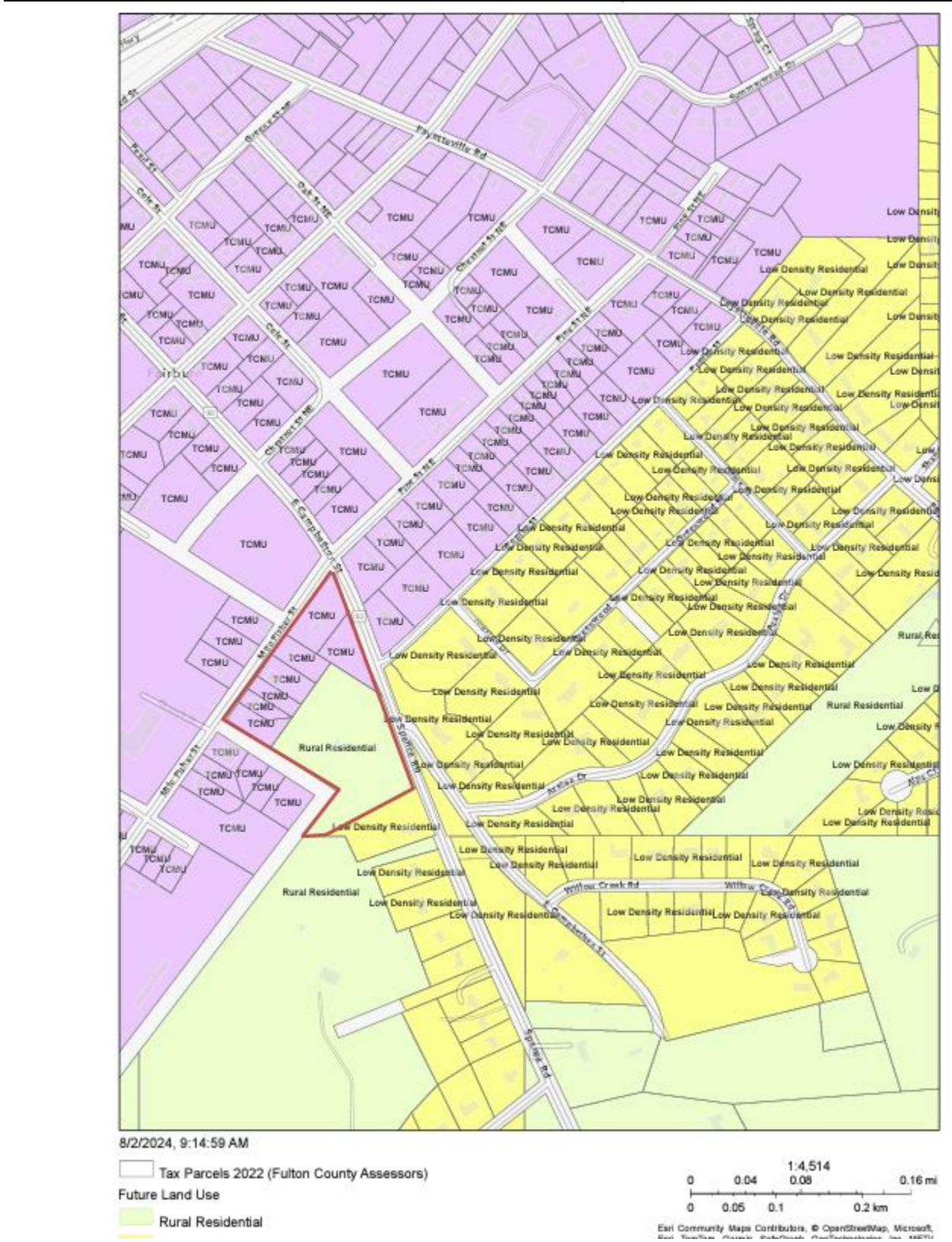
Rezoning of 6.3 acres, from Agricultural Zoning District and R-3 (Single Family) to R-CT – Single Family Detached Dwelling. The applicant is requesting approval to rezone the parcels to construct 31 homes.

EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES

North: R-2 Single Family
East: R-2 Single Family and R-3 Single Family
South: R-2 Single Family
West: R-3 Single Family

Zoning Map:





BACKGROUND

The subject properties consist of 6.3 acres of land. The properties have frontage on Milo Fisher Road and Highway 92 / East Campbellton Street. The proposed intent is to rezone the property from AG-1 and R-3 to R-CT (R-CT—Residential Condominium/Townhouse District) for the development of 31 single family detached residences. The applicant also requests that the Comprehensive Plan be revised so that the Future Land Use Map designation for TPN 09F100900520167 is changed from RR (Rural Residential) to TCMU (Town Center Mixed Use).

Public Participation:

The applicant held two community meetings. Below is a summary of some of the general concerns:

1. Housing Density
2. Traffic Control and Congestion
3. Utility Capacity and Demand
4. Neighborhood Character/Elevations/Design
5. Property Values

STAFF COMMENTS

A. Fire Department:

- Additionally will need to see distance between each home. May require fire resistive construction/siding or NFPA 13R sprinklers. International Fire Code (IFC)
- Fire Department will need roadway widths per IFC Appendix D and fire hydrant locations.

B. Utility (Power)

- The Power Department has no conflicts with the proposed project. All power infrastructure in a private development must be funded by the developer for installation as per City municipal code.

C. Utility Water and Sewer

- Water Service provided by the City of Fairburn
 - Sewer Service provided by the City of Fairburn
 - A fire flow test will need to be performed on the nearest hydrant to the development. The report should include static and residual pressures along with hydrant flow. Hydrant flow should be given at test residual pressures and correlated to 20 psi residual pressure.
 - Please show existing and proposed water and sewer on concept plan.
 - It is ISE's recommendation that the sewer outside of the right away is located in an easement to be dedicated to the City to avoid confusion of who needs to maintain the sewer in the future. Please ensure the private access easement with the 12' driveway is allowed.
- Fairburn Code of Ordinances
Sec. 71-73. - Easements.
Permanent easements for public electrical, water and sanitary sewer facilities shall be dedicated to the city. The minimum width permanent easements for a single utility shall be 20 feet. Where more than one utility has a common easement, the minimum easement width shall be increased by ten feet for each additional utility.

D. Community Development/Public Works Comments:

1. All public streets proposed to be constructed in a subdivision or other development shall be designed and constructed at least to the standards contained in these regulations in accordance with the appropriate street classification of said streets. [Sec. 71-38]
2. Please note the minimum right-of-way width for a local residential street shall be 50 feet, and the minimum roadway width shall be 28 feet. [Sec. 71-36]

Please ensure that the northern proposed entrance conforms with this requirement.

3. (a) When land is subdivided into larger parcels than ordinary building lots, such lots shall be arranged and designed so as to allow for the opening of future streets and to provide access to those areas not presently served by streets.

(b) No subdivision should be designed so as to completely eliminate street access to adjoining parcels of land. Every development should be designed to facilitate access to adjoining properties, which are developed or anticipated to be developed in a manner substantially similar to the subject property. Locations of interparcel access shall be as required by and subject to the approval of the city.

(c) Private streets, as may be approved under the provisions of these regulations, shall be constructed to the roadway standards of the city.

[Sec. 77-50]

4. Additional street right-of-way width may be required to be dedicated at intersections or other locations fronting the property where turning lanes, storage lanes, medians, islands, or realignments are required for traffic safety and minimum right-of-way standards would be inadequate to accommodate the improvements [Sec. 71-36 (c)].
5. Please note that when property fronting on a city street is to be developed or when the property is to be accessed from a city street, the developer shall cause to be constructed roadway improvements (pavement, signing, striping, curb and gutter and drainage) which are required **along the existing road across the entire property frontage** at no cost to the city. Required improvements shall not be less than provided in the regulations for the designated street classification. [Sec. 71-37 (a)]

Show the installation of roadway improvements (curb & gutter, drainage, etc.) along West Campbellton Street.

6. Turning lanes may be required by the city to meet projected traffic demand and/or safe operations, as determined by the city engineer. When provided, turning lanes shall meet the following criteria:
 - Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - Provide taper lengths of not less than 100 feet.
 - Longer storage and taper lengths may be required when traffic projections indicate they are justified.

[Sec. 71-38 (4)]

7. In the event that a development has access to a substandard street and if that substandard street provides the primary means of access to the development, the substandard street, except as indicated in subsection (c) of this section, shall be fully upgraded and the full width of the roadway overlaid with asphaltic concrete surface course along the entire property frontage and continuing to the nearest standard paved road along the route of primary access (Sec. 71-39).
8. Except as indicated, acceleration and deceleration lanes shall be provided for new street and driveway connections to existing streets. The lanes will not be required if any of the following conditions are met:
 - (1) The driveway is for a one-family or two-family residence;
 - (2) Total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date);
 - (3) The driveway is for a small business with ingress/egress of less than 100 vehicles per day; or
 - (4) Construction cost of the lanes exceeds 25 percent of the estimated development cost.

[Sec. 71-40]

9. Unless otherwise specifically set forth herein, all of the materials, methods of construction, and workmanship for street construction shall conform to the latest edition of the state department of transportation Standard Specifications for Road and Bridge Construction, including all amendments [Sec. 71-42].

10. The proposed entrance locations are subject to the latest edition of the GDOT Regulations for Driveway and Encroachment Control (Sec. 71-42); as such, the minimum distance between entrances on Milo Fisher Street would be required to be 150' (from radius return to radius return) based on a posted speed limit of 35mph.

Please ensure that this requirement has been satisfied.

11. **Show the location of Church Street on the western side of Milo Fisher Street.** The proposed Church Street entrance will be required to align with Church Street on the opposite side of Milo Fisher Street in accordance with the GDOT Regulations for Driveway and Encroachment Control.
12. **Ensure proposed entrance locations on Milo Fisher Road do not encroach into the minimum side yard setbacks on the existing lots in accordance with the R-3 Development standards.**
13. (a) Sidewalks are required on all street frontages regardless of the zoning district in which the street is located.
(b) Any person who applies for a building permit or land disturbance permits for any of the projects or improvements listed below, regardless of the zoning district, on a lot where sidewalks meeting the requirements of the code of ordinances do not exist, shall submit plans to construct sidewalks indicating the location of the sidewalk as it extends along the length of the applicant's property. Applicable projects or improvements are as follows:
 - (1) Construction of a new building or structure;
 - (2) Land disturbance activity.
(c) All sidewalks shall have a minimum width of five feet (unless otherwise provided in this chapter) and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards, city's development standards and be subject to review and approval by the city engineer and/or director of building [Sec. 71-46 (a)(b)(c)]
Show the installation of sidewalk, from property line to property line on both Milo Fisher Street and East Campbellton Street/ SR 92. When provided, the sidewalk will be required to have a minimum width of five feet.
14. For any development which abuts a state or federal highway, improvements to the highway and the location and design of any street or driveway providing access from the highway shall comply with the current standards, regulations, and requirements of the state department of transportation for driveway and encroachment control. **Please note, a copy of the approved Georgia DOT permit shall be provided to the City prior to Site Development Plan approval and the issuance of the Land Disturbance Permit.** [Sec. 71-41]
15. The installation of ADA ramps with truncated domes and crosswalks will be required at the proposed entrances on Bohannon Road. **Show on the conceptual site plan.**
16. All utility lines within the city in residential, office and commercial zoning districts shall be placed underground within the following exceptions:
 - (1) Those lines that were existing overhead as of January 1, 2003;
 - (2) Those lines, temporary in nature, which are intended to provide service to an area for a period not to exceed 180 days, subject to the approval of the city administrator; and
 - (3) Major transmission lines which do not provide service to adjoining properties, subject to the approval of the city administrator.[Sec. 71-72 (a)]
17. Permanent easements for public electrical, water and sanitary sewer facilities shall be dedicated to the city. The minimum width permanent easements for a single utility shall be 20 feet. Where more than one utility has a common easement, the minimum easement width shall be increased by ten feet for each additional utility. [Sec. 71-73]
18. If existing water mains and/or sanitary sewers must be extended to serve a development, the developer shall install or have installed the necessary extensions at no cost to the city under the existing city policy and procedures at plan approval time. [Sec. 71-74]
19. All stormwater runoff generated from a site shall be adequately treated before discharge. [Sec. 65-112]

E. Rezoning Review:

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

Yes, the proposed use is suitable in comparison to the surrounding development.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

While a single-family development might be a suitable use in this location, the intensity of development may adversely affect the existing use and usability of the significantly larger lots immediately surrounding the subject property. The minimum lot size for most of the surrounding properties is 13,068 sq ft., the applicant is proposing small lots. The minimum lot size for the R-CT zoning district is 3,000 sq. ft.

C. Does the property have reasonable economic use as currently zoned?

The property appears to have reasonable economic use as currently zoned.

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

The proposed rezoning and development would increase traffic on existing streets. An increase in impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff; however, these impacts would be mitigated with appropriate conditions, site development requirements, transportation improvements and planning. An increased impact is anticipated on school enrollment.

The developer maybe required to conduct a traffic study before the issuance of the land disturbance permit to determine existing traffic operating conditions in the vicinity of the proposed development, project future traffic volumes, assess the impact of the subject development, and develop recommendations to mitigate the project traffic impacts and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.

F. Is the proposal in conformity with the policies and intent of the land use plan?

Most of the surrounding residential developments are primarily low to medium density residential. The applicant is seeking to develop 31 single family detached homes on the subject property without any amenities.

The comprehensive plan housing goals include the following details:

1. Ensure housing options for all ages
 - A. Recruit developers to build more senior housing both for rent and for sale
 - B. As the Downtown colleges expand, revisit the need for student housing near the campuses
2. Increase the number of housing units in Downtown Fairburn to support the number and types of businesses desired in our vibrant downtown and to support continued and enhanced transit service.
 - A. Update Zoning Ordinance and Map to allow Downtown residential development to be built at transit-supportive densities
 - B. Recruit developers to build loft apartments as a part of mixed-use developments downtown
 - C. Implement the LCI study

The rezoning request to allow single family homes will provide additional housing options, and the development is close to the downtown area. The subject properties have two future land use designations, the Town Center Mixed Use area

includes Downtown Fairburn and the surrounding core. Downtown is the historic node of the city, with traditional, commercial land uses and limited residential development. Lots in Downtown Fairburn are typically small, with zero-lot line buildings, and shallow or no setbacks from the street right-of-way.

A large portion of the development has the land use designation Rural Residential - this residential character area is meant to preserve a rural feel and transition to the very low-density uses in the rural areas surrounding the city in the City of South Fulton, Fayette, and Coweta counties. One acre or larger lots are appropriate in these areas.

The comprehensive plan recommends that higher density residential, such as townhouses and apartments, in addition to single-family residential in the Downtown Mixed-Use Character area. The portion of the development with the Town Center Mixed Use designation does align with the comprehensive plan.

The request to add more density in the area with the Rural Residential designation **does not support** the comprehensive plan.

G. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Most of the adjacent properties are developed with single-family homes. The scale of the development is substantially denser compared to the surrounding developments.

H. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

To the best of the staff's knowledge, the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn. The developer will be required to adhere to the City's stream buffer ordinance and best management practices (BMP).

VARIANCE CONSIDERATIONS	
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Concurrent Variance Popular Commons- A request to waive the 25' buffer required along all public right -of-way. The proposed development includes houses that will front Millo Fisher Road and East Campbellton Street / Highway 92. The applicant is proposing a 10' wide front building setback from these roads with sidewalks from the front of the houses connecting to the existing sidewalks along these roads, Section 80-367.

Standards for Variance Consideration

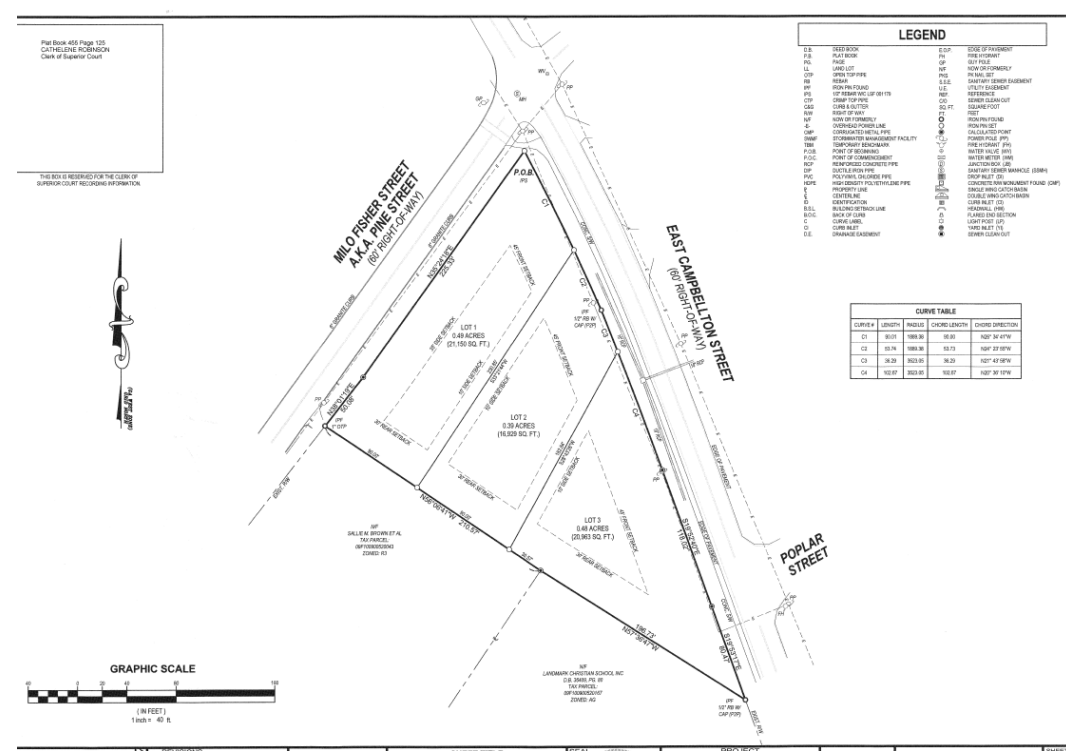
Section 80-251 of the City's Zoning Ordinance includes one or more criteria, which must be met before a variance can be approved. Variances may be considered in all districts. Primary variances and concurrent variances shall only be granted upon showing that:

A. "Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; OR"

Not applicable.

B. “The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; OR ”

A significant portion of the development does have an irregular shape with a significant amount of frontage on existing roads. Also, there are some topography and streams on the southern portion of the development.





Based on these considerations, the staff believes this condition has been satisfied.

C. "Conditions resulting from existing foliage or structure brings about a hardship whereby a sign meeting minimum letter size, square footage, and height requirements cannot be read from adjoining public road".

Not applicable.

Staff Recommendation:

REZONING REQUEST:

Based on the staff's evaluation of the request, the Department of Planning and Zoning recommends **APPROVAL** of the rezoning request for parcels 9F100900520332, 9F100900520340, and 9F100900520357 with conditions listed below.

Given the conflict with the future land use designation, staff **DOES NOT recommend approval** of the request to rezone the 4.91 acres of parcel *09F100900520167*.

If the Mayor and City Council approves the request, staff recommends the following conditions.

1. Prior to any site disturbance or building permits being issued for the project, the staff comments listed in this report must be addressed and approved by each department.
2. A traffic impact analysis may be required if the proposed planned development meets the thresholds determined by the Public Works and Community Development Department.
3. Implement traffic improvement/or traffic control recommendations from the Public Works and Community Development department and suggested by the pending traffic impact analysis to be submitted by the applicant.
4. A mandatory homeowner association shall be created and shall be governed by a declaration of covenants, conditions, and restrictions. The homeowner association shall be responsible for the maintenance of the required buffer, detention ponds, common areas, preserved open space within the property, community amenities, alleys and pedestrian path.
5. No more than 5% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
6. Additional landscaping may be required alongside elevations facing the public roads.
7. The development must have at least one along one of the following: passive park, sport court(s), a dog park with equipment, or gazebos.
8. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
9. Under no circumstances shall any mechanical equipment or related elements such as air conditioning units, meter boxes and utility conduits, HVAC mechanical equipment systems, satellite dishes or any other similar mechanical equipment or related elements be attached or mounted to any exterior building elevation that is visible from pedestrian view from required sidewalks along adjacent private streets or sidewalks abutting a common area or community amenity. Any mechanical equipment or related elements located at finished grade shall be completely screened from view with dense, evergreen landscaping or an opaque wall veneered in brick, indigenous rock or natural stone, with an appearance that is complementary to the architecture of the dwelling unit.
10. Parking shall be on a paved or concrete surface.
11. The developer shall provide a minimum five-foot sidewalk and landscape strip between the back of curb along both sides of all internal streets and one canopy tree for each 50 feet of street frontage.
12. In no instance shall the same two front elevations be used immediately adjacent to or directly across the street from one another. The developments shall provide at least six different front building elevations, and in no instance shall the same two front elevations be used immediately adjacent to or directly across the street from one another. In either situation front elevations shall be substantially differentiated with regard to architectural style, exterior materials, color, and architectural elements. Mirrored or reversed front elevations shall not be considered adequate to fulfill this requirement.
13. Exterior materials shall consist of brick, masonry, stone or siding consisting of wood or hardboard. All windows be of square or vertical proportion
14. Front entry garages must employ carriage style doors and shall be designed to be setback equal to or greater than the front door of the primary structure

15. Where blank facades face a public street or parking area are necessary, trees spaced less than 20 feet on center should be used in front of these facades to gain visual interest and human scale.
16. Porches shall be required on all lots with a minimum of 6 feet deep.
17. The applicant must submit an updated conceptual layout of site plan and building elevations subject to approval of the Planning Commission and in compliance with the enclosed development and design guidelines recommendations.

VARIANCE REQUEST:

Based on the staff's evaluation of the request, the Department of Planning and Zoning recommends **APPROVAL** of the concurrent variance request.



REZONING APPLICATION



APPLICANT'S CHECKLIST

DOCUMENTS AND QUANTITIES REQUIRED

**ALL PERTINENT ITEMS ARE DUE AT THE TIME OF FILING.
NO INCOMPLETE APPLICATION WILL BE ACCEPTED.**

Applications will not be accepted after 3:00 p.m.

ITEM #	REQUIRED ITEM	NUMBER OF COPIES	CHECK ✓
1.	Site Plan Checklist	1 original	
2.	Application Form	1 original and 5 copies	
3.	Survey	2 copies	
4.	Legal Description (8½ "x 11")	2 copies	
5.	Deed	2 copies	
6.	Letter of Intent	5 copies; plus 1 additional copy if project includes a DRI or MARTA review	
7.	Site Plan	5 copies; plus 1 additional copy if project includes a DRI or MARTA review	
8.	Disclosure Form(s)	2 copies	
9.	Public Participation Program	2 copies of the Report and Plan	
THE FOLLOWING ITEMS MAY BE REQUIRED. SEE THE FOLLOWING INFORMATION FOR DETAILS.			
10.	Impact Analysis	5 copies	
11.	Traffic Impact Study	2 copies	
12.	Development of Regional Impact (DRI)	2 copies	
13.	Noise Study Report:	2 copies	

PREAPPLICATION REVIEW MEETING: Prior to submitting an application, all are encouraged to meet with the Planning and Zoning Office who will review the applicant's proposal and site plan. No pre-application review meeting will be held on the day of the filing deadline. Applicants are required to bring the site plan and tax parcel identification number(s) to the meeting. Call 770-964-2244 to make an appointment.

REQUIRED ITEMS FOR REZONING/USE PERMIT APPLICATIONS:

- ITEM 1. **SITE PLAN CHECKLIST:** The site plan checklist details the minimum requirements for site plans as specified by Chapter 62, Article V. The Building Process.
- ITEM 2. **APPLICATION FORM:** Original and notarized signatures of the property owner(s) and applicant(s) or a notarized statement by the applicant as to ownership are required. If a contract is used in lieu of the owner's signature, the signature on the contract must be an original and the contract must be valid for the duration of the rezoning process. See the application form for additional details.
- ITEM 3. **SURVEY:** An accurate, to scale, up-to-date certified survey of the property shown with metes and bounds must be submitted with the Rezoning Application. The survey should include existing thoroughfares; existing drainage areas; existing buildings, structures and facilities; existing utilities on or adjacent to the property; and ownership, zoning and uses of all property adjacent to or within 200 feet of the property.

- ITEM 4. **LEGAL DESCRIPTION:** The legal description must be a *metes and bounds* description of the property that establishes a point of beginning and gives directions (bounds) and distances (metes) of property lines. If the property consists of more than one parcel, all parcels must be combined into one legal description.
- ITEM 5. **DEED:** A copy of the deed which matches the applicant's name or a copy of the letter indicating a closing and the recordation of a new deed.
- ITEM 6. **LETTER OF INTENT:** The Letter of Intent should state the requested rezoning and use permit(s) and should include factual details about the proposed use(s), such as number and square footages of buildings, number of residential units, minimum heated floor area of residential units, number of fixed seats in places of worship, number of employees and beds in assisted living facilities, personal care homes and nursing homes, number of employees and students in day care facilities, number of classrooms and number of students in schools, hours of operation, and number and use of playing fields. If a rezoning request is for a PD (Planned Development) district, the Letter of Intent should detail the proposed development standards.
- ITEM 7. **SITE PLAN:** Site plans must meet the minimum requirements specified by Chapter 62, Article V. The Building Process of the City of Fairburn Ordinance. Refer to Site Plan Checklist.
- ITEM 8. **DISCLOSURE FORM:** If the owner, applicant and/or applicant's representative has made a campaign contribution to any member of City Council for \$250.00 or more within the past 2 years, Sections 1 through 4 of the Disclosure Form must be completed. If no contributions have been made, *No* should be circled and Section 4 of the form completed.
- ITEM 9: **PUBLIC PARTICIPATION PROGRAM:** Public Participation Program consists of a two-part process designed to enhance dialogue between applicants and communities which may be impacted by a proposed development, Part 1: The Public Participation Plan and Part 2: The Public Participation Report.

OTHER DOCUMENTS THAT MAY BE REQUIRED:

- ITEM 10. **IMPACT ANALYSIS:** The application must include an Impact Analysis.
- ITEM 11. **TRAFFIC IMPACT STUDY:** When a project equals or exceeds the thresholds listed below, a traffic impact study must be submitted. The traffic impact study shall be prepared by a qualified traffic engineer or transportation planner in accordance with professional practices and the guidelines available in the Department of Public Works.

Thresholds for Traffic Impact Study	
Use	Size
Single family residential	500 new lots
Multifamily residential	700 new units
Office	300,000 square feet
Hospital	375 beds
Commercial	175,000 square feet
Hotel/Motel	600 rooms
Industrial	500,000 square feet
Any planned developments that exceeds 500 peak hour trips as based on the standards of the Institute of Transportation Engineers (ITE) Handbook.	

- ITEM 12. **DEVELOPMENT OF REGIONAL IMPACT (DRI):** The Department of Community Affairs (DCA) has formulated development thresholds as listed below. When a development meets or exceeds the

thresholds, the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA) shall review the project concurrently. Applicants shall first file the rezoning/use permit request with City of Fairburn. After the ARC/GRTA findings are complete, the rezoning/use permit will be placed on the next available agenda. It is the applicant's responsibility to contact and follow all ARC and GRTA review procedures. For details visit the ARC at www.atlantaregional.com and GRTA at www.grta.org/dri/home.htm or call ARC or GRTA at 404-463-3100.

- ITEM 13. **NOISE STUDY REPORT:** Any residential rezoning/use permit located within 1,000 feet of an expressway or within 3,000 feet of an active rail line.

Effective March 1, 2014 DEVELOPMENTS OF REGIONAL IMPACT Tiers and Development Thresholds	
Type of Development	Metropolitan Region
Office	Greater than 400,000 gross square feet
Commercial	Greater than 300,000 gross square feet
Wholesale & Distribution	Greater than gross 500,000 square feet
Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
Housing	Greater than 400 new lots or units
Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres
Hotels	Greater than 400 rooms
Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at either 1,800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
Airports	All new airports, runways and runway extensions
Attractions and Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000
Post Secondary Schools	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity
Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more
Quarries, Asphalt and Cement Plants	New facility or expansion of existing facility by more than 50 percent
Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein
Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels
Water Supply Intakes/Public Wells/Reservoirs/Treatment Facilities	New facilities
Intermodal Terminals	New facilities
Truck Stops	A new facility with more than three (3) diesel fuel pumps, or containing a half acre of truck parking or 10 truck parking spaces

Effective March 1, 2014 DEVELOPMENTS OF REGIONAL IMPACT Tiers and Development Thresholds	
Type of Development	Metropolitan Region
Correctional/Detention Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
Any other development types not identified above (includes parking facilities)	1,000 parking spaces or, if available, more than 5,000 daily trips generated

MEETINGS AND PUBLIC HEARINGS:

- A) The Planning and Zoning Commission (PZC)** holds a meeting on the first Tuesday of each month at 7:00 PM at Fairburn City Hall, 56 Malone Street, Fairburn, GA 30291. The Planning and Zoning Commission makes recommendations that are forwarded to the Mayor and City Council.
- B) City Council** holds a public hearing on the second and fourth Monday of each month at 7:00 p.m. at Fairburn City Hill located at 56 Malone Street, Fairburn, GA 30213.

PUBLIC NOTICE:

- A) Planning and Zoning Commission Meeting (PZC) and Mayor and City Council (MCC) Public Hearing Notice:** Signs posted along the frontages of properties subject to rezoning notify area residents of the Planning and Zoning Commission meeting and City Council public hearing. Applicants are required to post signs in conspicuous places along the property's public street frontage(s) no later than 15 days before the City Council public hearing. Failure to post the signs properly, in accordance with instructions given to applicants will result in delaying action on the petition until the next available appropriate hearing date. **THERE ARE NO EXCEPTIONS TO PROPERLY POSTING THESE SIGNS.**

If an applicant, prior to advertising, defers a petition, it is the responsibility of the applicant to contact the Planning and Zoning Office at 770-964-2244 to pick up new sign and re-post the property.

When a petition is continued by City Council, posting an updated sign is not required. However, the date on the sign must be changed to reflect the continued hearing date.

Within 30 days of City Council final action the applicant shall remove and properly dispose of all public hearing/meeting signage.

- B) Adjacent Property Owner Notice:** By U.S. Mail, notices are sent by the applicant to all property owners within 500 feet of properties subject to rezoning. Said notices must be mailed 15 days prior to the City Council public hearing to property owners of record as shown on the current tax records of Fulton County as retrieved by the Geographic Information System.

STAFF ANALYSIS:

A staff analysis for each petition is available on the Friday before each public hearing after 12 noon. Copies are available at the Planning and Zoning Office at 26 West Campbellton Street and on the City's website at **www.fairburn.com**.



APPLICATION FOR REZONING

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

REZONING #: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: Freedom Land Holdings, LLC
Address: 140 Village Circle, Senoia, Georgia 30276
Phone: _____ Cell: 404-725-2237 Fax: _____
Email Address: james.nicholson@jefflindseycommunities.com

OWNER INFORMATION (If different from Applicant)

Owner Name: Jeff Lindsey Communities
Address: 140 Village Circle, Senoia, Georgia 30276
Phone: _____ Cell: 404-725-2237 Fax: _____
Email Address: james.nicholson@jefflindseycommunities.com

PROPERTY INFORMATION

Address: 0 & 241 East Campbellton Street
Parcel ID#: 09F100900520035, 09F100900520316 Land Lot: _____ District: _____

REZONING REQUEST

Current Zoning: R-3 Current Land Use: _____
Proposed Zoning: R-CT Proposed Land Use: Single-Family Detached Homes
Proposed Density (Residential Only): _____

SECTION 1**REZONING REQUEST**

Office use only:

ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): 0 & 241 East Campbellton StreetThe undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from R-3 to R-CT

Existing Zoning(s)

Proposed Zoning(s)

SECTION IV**OWNER/PETITIONER****NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:**

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.Freedom Land Holdings, LLC

TYPE OR PRINT OWNER'S NAME

140 Village Circle

ADDRESS

Senoia, Georgia30276

CITY & STATE

ZIP CODE

OWNER'S SIGNATURE

James.nicholson@jefflindseycommunities.com

EMAIL ADDRESS

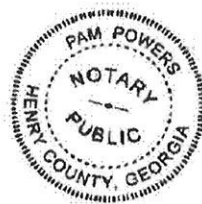
Sworn to and subscribed before me this the

30th Day of October 2023Pam Powers

NOTARY PUBLIC

404-725-2237

PHONE NUMBER

**PART 2.****Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").**

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE

ZIP CODE

PETITIONER'S SIGNATURE

EMAIL ADDRESS

Sworn to and subscribed before me this the

_____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Steven L. Jones, Taylor English Duma LLP
TYPE OR PRINT ATTORNEY / AGENT NAME

/s/ Steven L. Jones
SIGNATURE OF ATTORNEY / AGENT

1600 Parkwood Circle, Suite 200
ADDRESS

Atlanta, Georgia 30339
CITY & STATE ZIP CODE


PETITIONER'S SIGNATURE

404-218-2756
PHONE



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE:

YES

NO

If the answer is **YES**, proceed to sections 1 through 4.

If the answer is **NO**, complete only section 4.

1. **CIRCLE ONE:**

Party to Petition

In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) James Nicholson

Signature: _____

Date: October 30, 2023



APPLICATION FOR REZONING

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

REZONING #: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: Freedom Land Holdings LLC
Address: 140 Village Circle, Senoia, Georgia 30276
Phone: _____ Cell: 404-725-2237 Fax: _____
Email Address: james.nicholson@jefflindseycommunities.com

OWNER INFORMATION (If different from Applicant)

Owner Name: Landmark Christian School, Inc.
Address: 50 E Broad Street Fairburn, GA 30213
Phone: 678-466-2004 Cell: _____ Fax: _____
Email Address: mmayfield@landmark-cs.org

PROPERTY INFORMATION

Address: Milo Fisher Street
Parcel ID#: 09F100900520167 Land Lot: _____ District: _____

REZONING REQUEST

Current Zoning: R1 Current Land Use: _____
Proposed Zoning: R-CT Proposed Land Use: ~~SFR Townhomes~~ Single-Family Detached
Homes
Proposed Density (Residential Only): _____

SECTION I**REZONING REQUEST**

Office use only:

ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): Milo Fisher StreetThe undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from R1 to R-CT

Existing Zoning(s)

Proposed Zoning(s)

SECTION IV**OWNER/PETITIONER****NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:**

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.Landmark Christian School, Inc.

TYPE OR PRINT OWNER'S NAME

50 E Broad Street

ADDRESS

Fairburn, Georgia30213

CITY & STATE

ZIP CODE

Mollie S. Mayfield

OWNER'S SIGNATURE

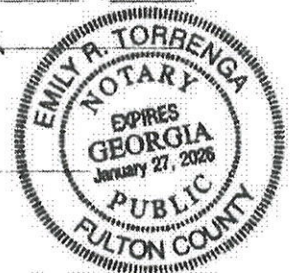
mmayfield@landmark-cs.org

EMAIL ADDRESS

Sworn to and subscribed before me this the

2nd Day of November 2023Emily R. Torrenga
NOTARY PUBLIC678-466-2004

PHONE NUMBER



PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Freedom Land Holdings LLC

TYPE OR PRINT PETITIONER'S NAME

140 Village Circle

ADDRESS

Senoia, Georgia 30276

CITY & STATE

ZIP CODE

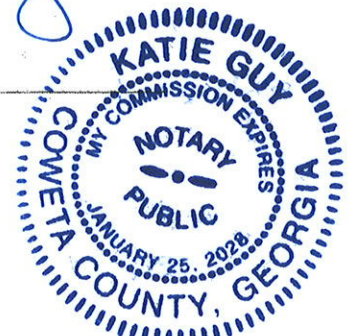
James Nicholson
PETITIONER'S SIGNATUREjames.nicholson@jefflindseycommunities.com

EMAIL ADDRESS

Sworn to and subscribed before me this the

30 Day of May 2024Katie Guy
NOTARY PUBLIC404-725-2237

PHONE NUMBER



SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Steven L. Jones, Taylor English Duma LLP
TYPE OR PRINT ATTORNEY / AGENT NAME

/s/ Steven L. Jones
SIGNATURE OF ATTORNEY / AGENT

1600 Parkwood Circle, Suite 200
ADDRESS

Atlanta, Georgia 30339
CITY & STATE ZIP CODE


PETITIONER'S SIGNATURE

404-218-2756
PHONE



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE: YES**NO**If the answer is *YES*, proceed to sections 1 through 4.If the answer is *NO*, complete only section 4.**1. CIRCLE ONE:****Party to Petition**

In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Mollie S. MayfieldSignature: Mollie S. Mayfield Date: Nov 2, 2023



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE:

YES

NO

If the answer is **YES**, proceed to sections 1 through 4.

If the answer is **NO**, complete only section 4.

1. **CIRCLE ONE:**

Party to Petition

In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) James Nicholson

Signature: _____

Date: October 30, 2023

BOUNDARY SURVEY FOR:
FREEDOM BUILDERS, INC
LAND LOT 52 OF THE 25TH DISTRICT
FULTON COUNTY, GEORGIA

THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT
RECORDING INFORMATION.

REFERENCES

1. DEED RECORDED IN DEED BOOK 59492, PAGE 501-502 PER FULTON COUNTY RECORDS.
2. DEED RECORDED IN DEED BOOK 62994, PAGE 422-423 PER FULTON COUNTY RECORDS.
3. DEED RECORDED IN DEED BOOK 65416, PAGE 1-4 PER FULTON COUNTY RECORDS.
4. DEED RECORDED IN DEED BOOK 55274, PAGE 681-686 PER FULTON COUNTY RECORDS.
5. DEED RECORDED IN DEED BOOK 66507, PAGE 161 PER FULTON COUNTY RECORDS.

FLOOD NOTE

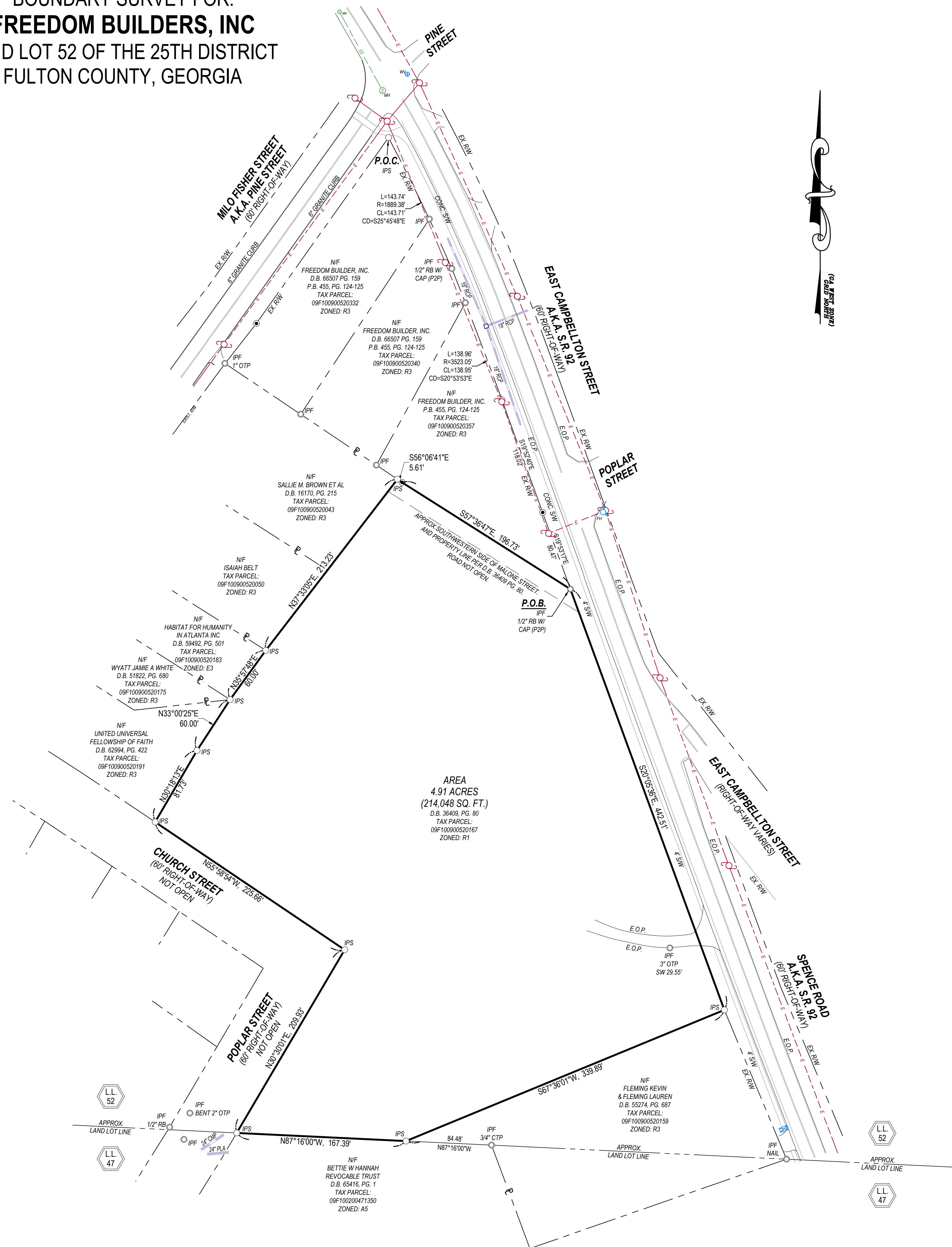
AS SHOWN ON FLOOD INSURANCE RATE MAPS OF FULTON COUNTY, GEORGIA COMMUNITY
PANEL NUMBER: 13121C0462F EFFECTIVE DATE SEPTEMBER 18TH, 2013, THIS PROPERTY IS NOT LOCATED IN A FEMA
FLOOD HAZARD ZONE.

SURVEY NOTES

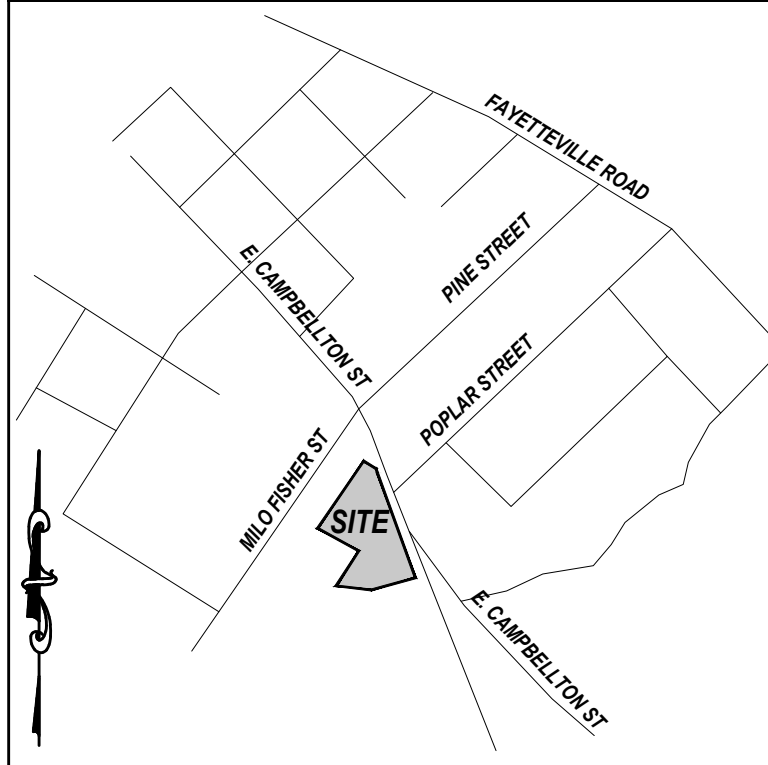
1. NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
2. ALL PROPERTY CORNERS REFERENCED AS I.P.S. INDICATES A 1/2" REBAR PLACED W/CAF LSF 001179 UNLESS OTHERWISE NOTED.
3. MOORE BASS CONSULTING AND/OR ROBERT J. DEBIEN DO NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
4. THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT CONSIDERED A CERTIFIED VALID DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED, SIGNED, AND DATED BY ROBERT J. DEBIEN IN CONTRASTING COLOR OF INK PER O.C.G.A. 43-15-22.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.
6. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR ENTITY NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS.
7. THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC DISTANCE MEASURING DEVICES AND THE ADVENT OF SURVEY GRADE G.P.S. MEASUREMENT EQUIPMENT.
8. THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM (N.A.D.) OF 1983 (1994 ADJUSTMENT) FOR HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988 FOR THE VERTICAL DATUM. THE USE OF G.P.S. SURVEY MEASURING TECHNIQUES WERE USED FOR THESE DATUMS AND BASED ON THE POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY EGPS SOLUTIONS. THE ORTHOMETRIC HEIGHTS WERE DERIVED USING THE GEOID A12.
9. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
10. UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.
11. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 124,760 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
12. THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT, THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 227,664 FEET. THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.
13. ALL LOTS OR PARCELS SHOWN ON LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A TRIMBLE ROBOTIC TOTAL STATION & CARLSON BRX7 GPS UNIT. THE FIELDWORK WAS COMPLETED NOVEMBER 2, 2023 ON THIS PROJECT.

LEGEND

D.B.	DEED BOOK	E.O.P.	EDGE OF PAVEMENT
P.B.	PLAT BOOK	FH	FIRE HYDRANT
PQ	PAGE	L	LINE LABEL
LL	LAND LOT	N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE	PKS	PK NAIL SET
REBAR	REBAR	S.S.E.	SANITARY SEWER EASEMENT
IPF	IRON PIN FOUND	U/E	UTILITY EASEMENT
IPS	1/2" REBAR W/CAF LSF 001179	REF	REFERENCE
CTP	CRIMP TOP PIPE	SC	SEWER CLEAN OUT
C&G	CURB & GUTTER	SO FT.	SQUARE FOOT
R/W	RIGHT-OF-WAY	FEET	FEET
N/F	NOW OR FORMERLY	IPF	IRON PIN FOUND (IPF)
E	OVERHEAD POWER LINE	IPF	IRON PIN SET (IPF)
CMP	CORRUGATED METAL PIPE	IPF	IRON PIN SET (IPF)
SWMF	STORMWATER MANAGEMENT FACILITY	IPF	IRON PIN SET (IPF)
TSB	TEMPORARY BENCHMARK	IPF	IRON PIN SET (IPF)
P.O.B.	POINT OF BEGINNING	IPF	IRON PIN SET (IPF)
P.O.C.	POINT OF COMMENCEMENT	IPF	IRON PIN SET (IPF)
RCP	REINFORCED CONCRETE PIPE	IPF	IRON PIN SET (IPF)
DIP	DUCTILE IRON PIPE	IPF	IRON PIN SET (IPF)
PVC	POLYVINYL CHLORIDE PIPE	IPF	IRON PIN SET (IPF)
HDPE	HIGH DENSITY POLYETHYLENE PIPE	IPF	IRON PIN SET (IPF)
R	PROPERTY LINE	IPF	IRON PIN SET (IPF)
C	CENTERLINE	IPF	IRON PIN SET (IPF)
B.S.L.	BUILDING SETBACK LINE	IPF	IRON PIN SET (IPF)
B.O.C.	BACK OF CURB	IPF	IRON PIN SET (IPF)
C	CURVE LABEL	IPF	IRON PIN SET (IPF)
CI	CURB INLET	IPF	IRON PIN SET (IPF)
D.E.	DRAINAGE EASEMENT	IPF	IRON PIN SET (IPF)



VICINITY MAP (NOT TO SCALE)



GEORGIA SURVEY CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

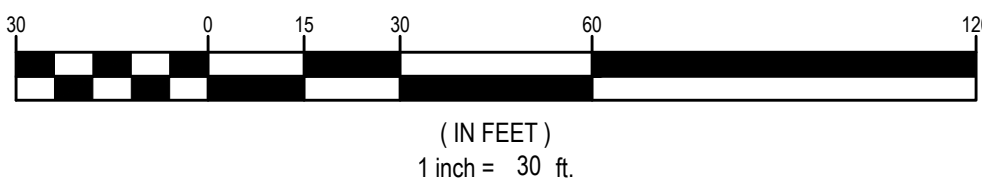
Robert J. Debien

ROBERT J. DEBIEN
REGISTERED GEORGIA LAND SURVEYOR NO. 2964 (rdebien@moorebass.com)
MOORE BASS CONSULTING, INC.
1350 KEYS FERRY CT., MCDONOUGH, GEORGIA 30253
CERTIFICATE OF AUTHORIZATION NO. LSF-0001179

DATE:

11/6/23

GRAPHIC SCALE



Moore Bass Consulting, Inc.

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

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME
LANDMARK VILLAGE
FULTON COUNTY, GEORGIA

CLIENT NAME
JEFF LINDSEY COMMUNITIES
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276

REVISIONS	

A2431.0092-BNDRY

DATE 11-6-2023

CONTRACT # A2431.0092

DRAWN BY RJD, DC

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

1350 KEYS FERRY COURT
MCDONOUGH, GA 30253
770.914.9394



SHEET TITLE
BOUNDARY SURVEY

SHEET
1 OF 1

**LEGAL DESCRIPTION
LANDMARK VILLAGE**

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 52 OF THE 25TH DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 4.91 ACRES (214,048 SQ. FT.), AS SHOWN ON BOUNDARY SURVEY OF LANDMARK VILLAGE FOR FREEDOM BUILDERS, INC, PREPARED BY MOORE BASS CONSULTING, INC., DATED NOVEMBER 6TH, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 1/2" REBAR SET AT INTERSECTING RIGHT-OF-WAY EASTERN MILO FISHER STREET (60' R/W) & WESTERN EAST CAMPBELLTON STREET (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY OF MILO FISHER STREET (60' R/W) THE FOLLOWING COURSES AND DISTANCES ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 143.74 FEET (SAID ARC HAVING A RADIUS OF 1889.38 FEET AND BEING SUBTENDED BY A CHORD BEARING S25°45'48"E, WITH A CHORD DISTANCE OF 143.71 FEET) TO A 1/2" REBAR WITH CAP FOUND; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 138.96 FEET (SAID ARC HAVING A RADIUS OF 3523.05 FEET AND BEING SUBTENDED BY A CHORD BEARING S20°53'53"E, WITH A CHORD DISTANCE OF 138.95 FEET) TO A POINT; THENCE S19°52'40"E, A DISTANCE OF 118.02 FEET TO A POINT; THENCE S19°53'17"E, A DISTANCE OF 80.47 FEET TO A 1/2" REBAR WITH CAP FOUND, SAID REBAR BEING THE **TRUE POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S20°05'36"E, A DISTANCE OF 442.51 FEET TO A 1/2" REBAR SET; THENCE LEAVING SAID RIGHT-OF-WAY S67°36'01"W, A DISTANCE OF 339.89 FEET TO A 1/2" REBAR SET ON LAND LOT LINE 47 & 52; THENCE ALONG SAID LAND LOT LINE N87°16'00"W, A DISTANCE OF 167.39 FEET TO A 1/2" REBAR SET; THENCE LEAVING SAID LAND LOT LINE N30°30'01"E, A DISTANCE OF 209.93 FEET TO A 1/2" REBAR SET; THENCE N55°58'54"W, A DISTANCE OF 225.66 FEET TO A 1/2" REBAR SET; THENCE N30°18'13"E, A DISTANCE OF 81.73 FEET TO A 1/2" REBAR SET; THENCE N33°00'25"E, A DISTANCE OF 60.00 FEET TO A 1/2" REBAR SET; THENCE N35°57'48"E, A DISTANCE OF 60.00 FEET TO A 1/2" REBAR SET; THENCE N37°33'05"E, A DISTANCE OF 213.23 FEET TO A 1/2" REBAR SET; THENCE S56°06'41"E, A DISTANCE OF 5.61 FEET TO A POINT; THENCE S57°36'47"E, A DISTANCE OF 196.73 FEET TO A 1/2" REBAR SET ON WESTERN RIGHT-OF-WAY OF EAST CAMPBELLTON STREET (60' R/W), SAID REBAR BEING THE **TRUE POINT OF BEGINNING**.

Plat Book 455 Page 124
Filed and Recorded 01/23/2023 12:25:00 PM
2023-0010259
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 6837325915

PROPERTY DATA

- PROPERTY AREA: 1.36 ACRES
- PARCEL ID: 09F100900520035
& 09F100900520316
- ZONING: R-3 (SINGLE-FAMILY RESIDENTIAL)
- NUMBER OF LOTS: 3 LOTS
- SETBACKS:
FRONT: 45 FEET
SIDE: 35 FEET (ALONG ROAD)
SIDE: 10 FEET (INTERIOR LINE)
REAR: 30 FEET
- MINIMUM LOT WIDTH: 90 FEET
- MINIMUM LOT SIZE: 14,520 SQ. FT.
- MAXIMUM BLDG. HEIGHT: 48 FEET

THIS BOX IS RESERVED FOR THE CLERK OF
SUPERIOR COURT RECORDING INFORMATION.

FINAL PLAT FOR: ANDY ANDERSON, JR

LAND LOT 52, 9F DISTRICT
CITY OF FAIRBURN
FULTON COUNTY, GEORGIA

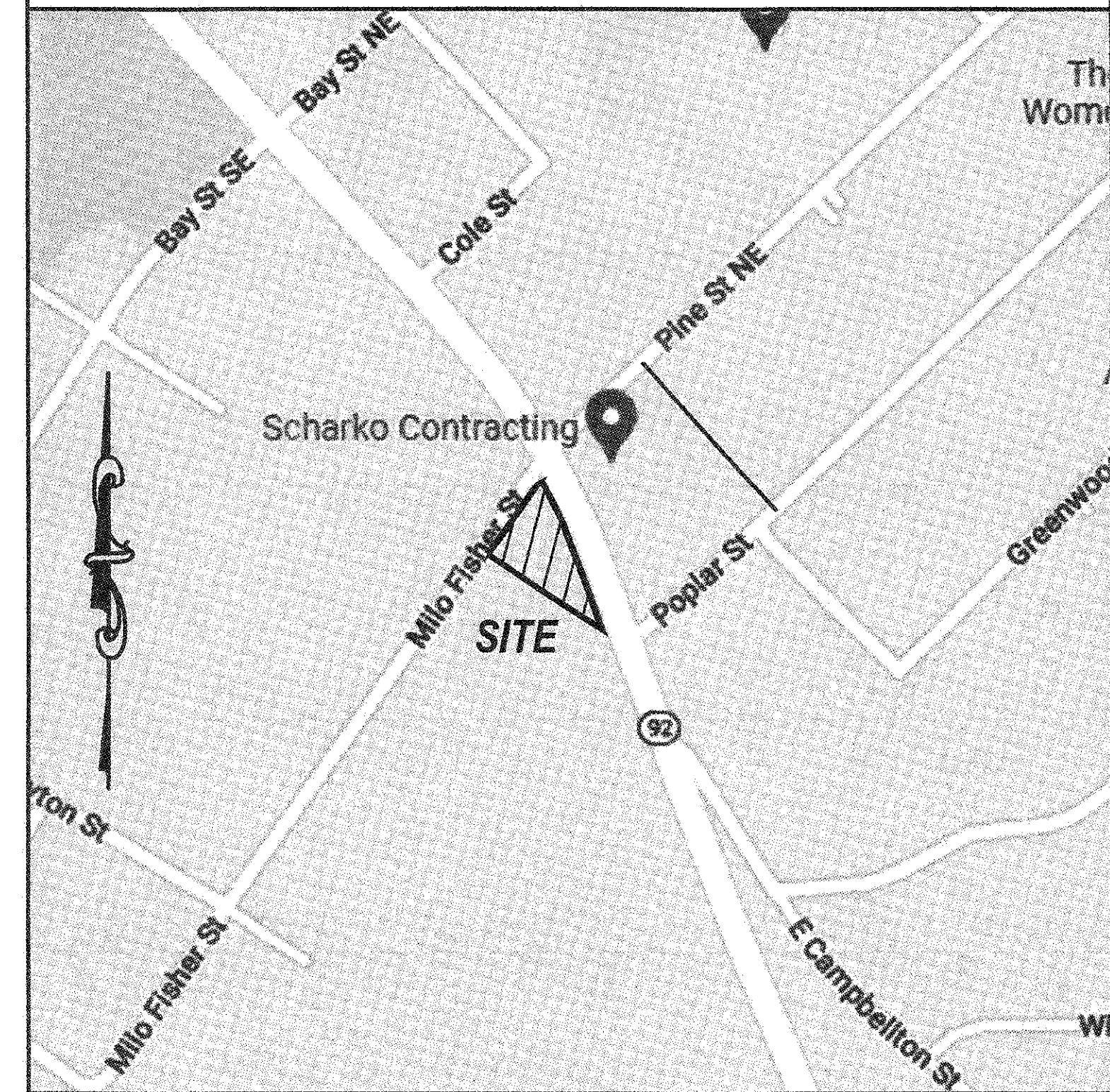
ENGINEER/SURVEYOR:

MOORE BASS CONSULTING, INC.
1350 KEYS FERRY COURT
McDONOUGH, GA 30253
(770) 914-9394

OWNER/DEVELOPER

ANDY ANDERSON, JR
450 RIVERTOWN ROAD
FAIRBURN, GEORGIA 30213
(404) 202-1782

VICINITY MAP (SCALE: 1"=600')



CITY OF FAIRBURN APPROVAL

THIS FINAL PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE APPROVED CONCEPT PLAT, THE APPROVED PRELIMINARY PLAT, THE APPROVED CONSTRUCTION PLANS, AND THE OTHER DEVELOPMENT CODES AND ORDINANCES OF THE CITY AND HAS BEEN APPROVED BY THE CITY FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FULTON COUNTY.

CITY ENGINEER:

DATE:

CITY CLERK:

DATE:

MAYOR/CITY ADMINISTRATOR:

DATE:

REFERENCES

- LOT DIVISION SURVEY FOR ANDY ANDERSON JR AND ROBIN ANDERSON, PERFORMED BY POINT TO POINT LAND SURVEYORS, DATED JULY 17, 2010.
- BOUNDARY SURVEY FOR ANDY ANDERSON, JR, PERFORMED BY MOORE BASS CONSULTING, INC., DATED JULY 1, 2022.

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF FULTON COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 131210462F EFFECTIVE DATE SEPTEMBER 18, 2013, THIS PROPERTY IS NOT LOCATED IN A FEMA FLOOD HAZARD ZONE.

SURVEY NOTES

- NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
- ALL PROPERTY CORNERS REFERENCED AS I.P.S. INDICATES A 1/2" REBAR PLACED W/ICAP LSF 001179 UNLESS OTHERWISE NOTED.
- MOORE BASS CONSULTING AND/OR ROBERT J. DEBIEN DO NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED VALID DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED, SIGNED, AND DATED BY ROBERT J. DEBIEN IN CONTRASTING COLOR OF INK PER O.C.G.A. 43-15-22.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR ENTITY NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS.
- THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC DISTANCE MEASURING DEVICES AND THE ADVENT OF SURVEY GRADE G.P.S. MEASUREMENT EQUIPMENT.
- THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM (N.A.D.) OF 1983 (1994 ADJUSTMENT) FOR HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1989 FOR THE VERTICAL DATUM. THE USE OF G.P.S. SURVEY MEASURING TECHNIQUES WERE USED FOR THESE DATUMS AND BASED ON THE POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY EGPS SOLUTIONS. THE ORTHOMETRIC HEIGHTS WERE DERIVED USING THE GEOID A12.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 123,637 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. "THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 202,847 FEET" THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.
- ALL LOTS OR PARCELS SHOWN ON LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A TRIMBLE S6 ROBOTIC TOTAL STATION & CHAMPION TKO ROVER GPS UNIT. THE FIELDWORK WAS COMPLETED JUNE 7, 2022 ON THIS PROJECT.

CERTIFICATE OF DEDICATION

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF THE LAND SHOWN ON THIS PLAT ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND FOR VALUE RECEIVED, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY CONVEY IN FEE SIMPLE TO THE CITY OF FAIRBURN, GEORGIA, AND FURTHER DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND RIGHTS-OF-WAY, PEDESTRIAN WALKS, WATERCOURSES, DRAINS, EASEMENTS, GREENBELTS AND PUBLIC PLACES SHOWN HEREON, EXCEPT THOSE EASEMENTS DESIGNATED ON THIS PLAT AS OTHER UTILITY COMPANY EASEMENTS, AND EXCEPT THOSE STREETS SPECIFICALLY DESIGNATED ON THIS PLAT AS PRIVATE STREETS.

IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT AND OTHER VALUABLE CONSIDERATIONS, THE OWNERS DO HEREBY AGREE TO HOLD THE CITY OF FAIRBURN, GEORGIA, HARMLESS FOR THE PERIOD SPECIFIED IN SECTION 77-158(1) FROM ANY AND ALL MONETARY LIABILITIES WHICH MAY ARISE FROM ANY AND ALL CLAIMS, DAMAGES, OR DEMANDS ARISING ON ACCOUNT OF THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS OF THE PROPERTY SHOWN HEREIN, TO INCLUDE BUT NOT LIMITED TO, THE ROADS, STREETS, FILLS, EMBANKMENTS, DITCHES, CROSS DRAINS, CULVERTS AND BRIDGES WITHIN THE PROPOSED RIGHT-OF-WAY SHOWN, RESULTING FROM ANY AND ALL CAUSES OTHER THAN BY AN ACT OF THE CITY OF FAIRBURN, GEORGIA.

AND FURTHER, THE OWNER WARRANTS THAT HE OWNS FEE SIMPLE TITLE TO THE PROPERTY SHOWN HEREON AND AGREES THAT THE CITY OF FAIRBURN SHALL NOT BE LIABLE TO THE UNDERSIGNED OR SUBSEQUENT OWNERS IN TITLE FOR THE PERIOD SPECIFIED IN SECTION 77-158(1) FOR ANY CLAIM OF DAMAGES RESULTING FROM NEGLIGENCE IN EXERCISING ENGINEERING TECHNIQUES AND DUE CAUTION IN THE CONSTRUCTION OF CROSS DRAINS EXTENSION, DRIVES, STRUCTURES OR BUILDINGS, THE CHANGING OF COURSES OF STREAMS AND RIVERS, FLOODING FROM NATURAL CREEKS AND RIVERS AND ANY OTHER MATTER WHATSOEVER ON PRIVATE PROPERTY. ANY AND ALL MONETARY LIABILITY OCCURRING UNDER THIS PARAGRAPH SHALL BE THE LIABILITY OF THE OWNER. I FURTHER WARRANT THAT I HAVE THE RIGHT TO CONVEY SAID LAND ACCORDING TO THIS PLAT AND DO HEREBY BIND MYSELF AND THE OWNERS SUBSEQUENT IN TITLE TO DEFEND THE COVENANTS AND AGREEMENTS SET OUT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET BY HAND AND AFFIXED MY SEAL THIS DAY OF _____,

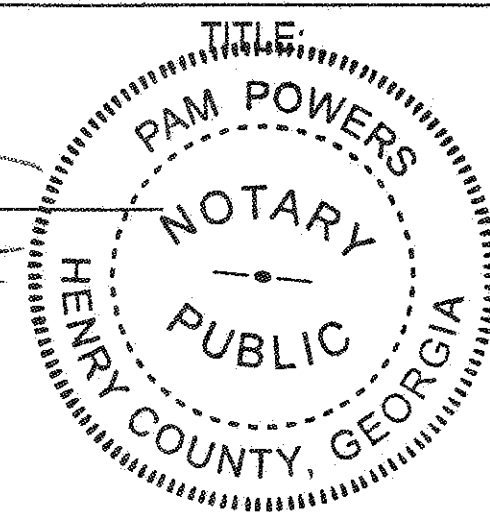
OWNER/DEVELOPER:

OWNER

10/12/22

DATE:

NOTARY PUBLIC
STATE OF GEORGIA



SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION 15-6-67, THIS MAP OR PLAT HAS BEEN PREPARED AND ISSUED FOR SUBMITTAL AND APPROVAL BY THE LOCAL JURISDICTION AS IS EVIDENCED BY THE APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THE SURVEY OR MAP AS TO INTENDED USE OF ANY PARCEL. FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE GEORGIA PLAT ACT.

ROBERT J. DEBIEN

REGISTERED LAND SURVEYOR #2964 (rdebien@moorebass.com)

10/12/22

DATE:

GA-3853-0001 Survey/Record Plat-3853-0001 - PLAT dwg, 18x24, Woods, Oct 11, 2022 - 4:44:49pm

DATE	7/21/2022
FILE #	
CONTRACT #	A3853.0001
DRAWN BY	JRW
CHECKED BY	RJD
© Moore Bass Consulting	

REVISIONS
1. REV. PER COMMENTS: 10/12/22

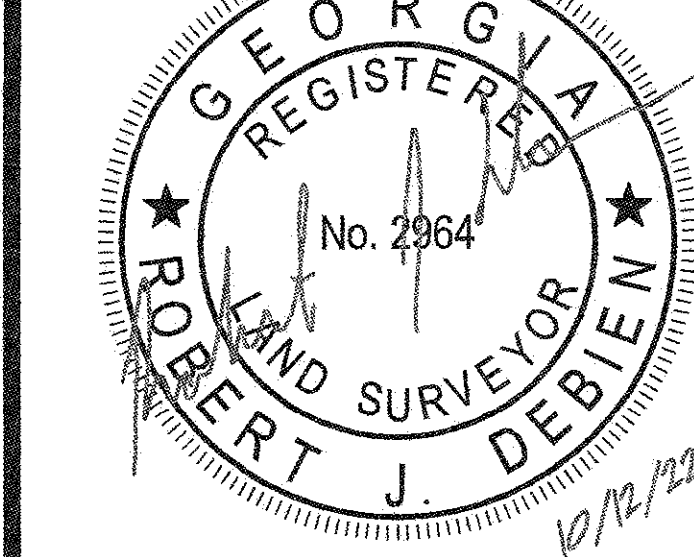
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SHEET TITLE

FINAL PLAT

LAND LOT 52, 9F DISTRICT
CITY OF FAIRBURN, FULTON CO., GEORGIA

SEAL

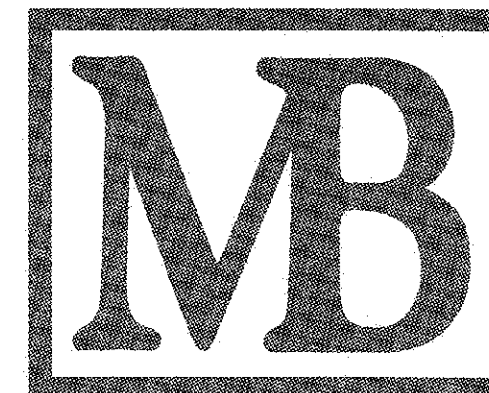


PROJECT

ANDY ANDERSON, JR.
FAIRBURN, GEORGIA

CLIENT NAME

ANDY ANDERSON, JR.
450 RIVERTOWN ROAD
FAIRBURN, GEORGIA 30213



Moore Bass
Consulting, Inc.

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

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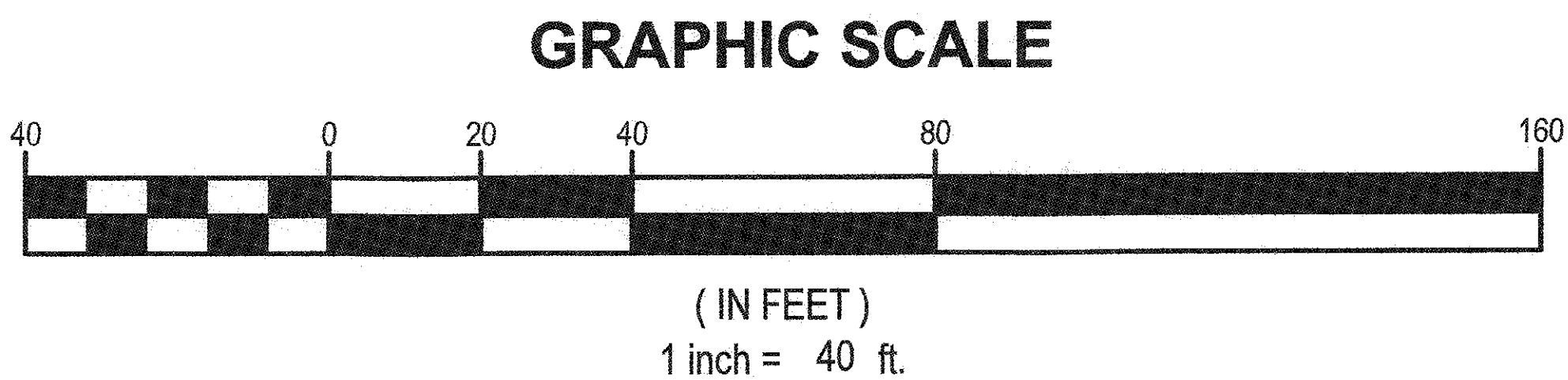
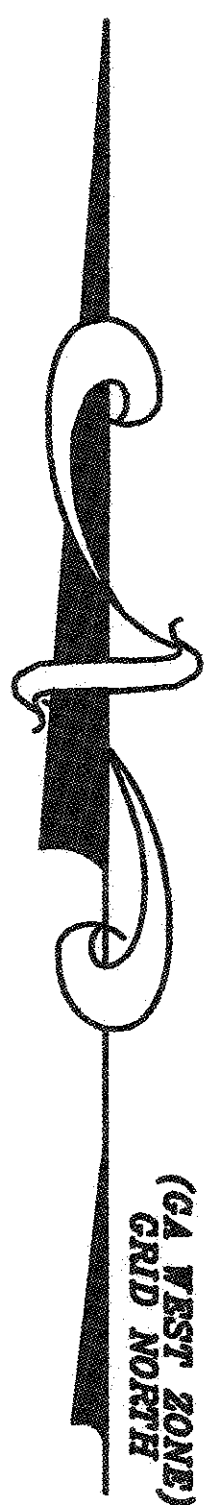
1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

SHEET

1
OF
2

Plat Book 455 Page 125
CATHELENE ROBINSON
Clerk of Superior Court

THIS BOX IS RESERVED FOR THE CLERK OF
SUPERIOR COURT RECORDING INFORMATION.



**MILO FISHER STREET
A.K.A. PINE STREET
(60' RIGHT-OF-WAY)**

**EAST CAMPBELLTON STREET
(60' RIGHT-OF-WAY)**

POPLAR STREET

LEGEND

D.B.	DEED BOOK	E.O.P.	EDGE OF PAVEMENT
P.B.	PLAT BOOK	FH	FIRE HYDRANT
PG.	PAGE	GP	GUY POLE
LL	LAND LOT	N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE	PKS	PK NAIL SET
RB	REBAR	S.S.E.	SANITARY SEWER EASEMENT
IPF	IRON PIN FOUND	U.E.	UTILITY EASEMENT
IPS	1/2" REBAR W/C LSF 001179	REF.	REFERENCE
CTP	CRIMP TOP PIPE	C/O	SEWER CLEAN OUT
C&G	CURB & GUTTER	SQ. FT.	SQUARE FOOT
R/W	RIGHT OF WAY	FT.	FEET
N/F	NOW OR FORMERLY	IPF	IRON PIN FOUND
E	OVERHEAD POWER LINE	IPF	IRON PIN SET
CMP	CORRUGATED METAL PIPE	CP	CALCULATED POINT
SWMF	STORMWATER MANAGEMENT FACILITY	PP	POWER POLE (PP)
TBM	TEMPORARY BENCHMARK	FH	FIRE HYDRANT (FH)
P.O.B.	POINT OF BEGINNING	WV	WATER VALVE (WV)
P.O.C.	POINT OF COMMENCEMENT	WM	WATER METER (WM)
RCP	REINFORCED CONCRETE PIPE	JB	JUNCTION BOX (JB)
DIP	DUCTILE IRON PIPE	SSMH	SANITARY SEWER MANHOLE (SSMH)
PVC	POLYVINYL CHLORIDE PIPE	DI	DROP INLET (DI)
HDPE	HIGH DENSITY POLYETHYLENE PIPE	CMF	CONCRETE R/W MONUMENT FOUND (CMF)
PL	PROPERTY LINE	SW	SINGLE WING CATCH BASIN
CL	CENTERLINE	DB	DOUBLE WING CATCH BASIN
ID	IDENTIFICATION	CI	CURB INLET (CI)
B.S.L	BUILDING SETBACK LINE	HW	HEADWALL (HW)
B.O.C.	BACK OF CURB	FL	FLARED END SECTION
C	CURVE LABEL	LP	LIGHT POST (LP)
CI	CURB INLET	YI	YARD INLET (YI)
D.E.	DRAINAGE EASEMENT	SC	SEWER CLEAN OUT

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD DIRECTION
C1	90.01	1889.38	90.00	N26° 34' 41"W
C2	53.74	1889.38	53.73	N24° 23' 55"W
C3	36.29	3523.05	36.29	N21° 43' 58"W
C4	102.67	3523.05	102.67	N20° 36' 10"W

N/F
SALLIE M. BROWN ET AL
TAX PARCEL:
09F100900520043
ZONED: R3

N/F
LANDMARK CHRISTIAN SCHOOL INC
D.B. 38409, PG. 80
TAX PARCEL:
09F100900520167
ZONED: AG

DATE	7/21/2022
FILE #	
CONTRACT #	A3853.0001
DRAWN BY	JRW
CHECKED BY	RJD
Moore Bass Consulting	

REVISIONS

1. REV. PER COMMENTS: 10/12/22

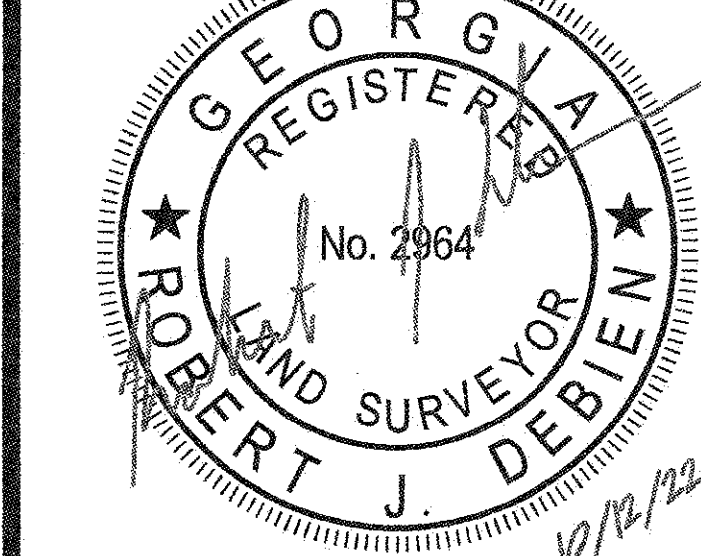
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SHEET TITLE

FINAL PLAT

LAND LOT 52, 9F DISTRICT
CITY OF FAIRBURN, FULTON CO., GEORGIA

SEAL



PROJECT

ANDY ANDERSON, JR.
FAIRBURN, GEORGIA
CLIENT NAME

ANDY ANDERSON, JR.
450 RIVERTOWN ROAD
FAIRBURN, GEORGIA 30213



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

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1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

SHEET

2
OF
2

QA3853.0001Survey\Record\Plat\A3853.0001 - PLAT.dwg, 18x24 (2), Jwoods, Oct 11, 2022 - 4:44:50pm

**LEGAL DESCRIPTION
ANDY ANDERSON, JR.
FINAL PLAT - OVERALL**

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 52 OF THE 9F DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 1.36 ACRES (59,042 SQ. FT.), AS SHOWN ON FINAL PLAT SURVEY FOR ANDY ANDERSON, JR., PREPARED BY MOORE BASS CONSULTING, INC., DATED NOVEMBER 6TH, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 1/2" REBAR SET AT INTERSECTING RIGHT-OF-WAY EASTERN MILO FISHER STREET (60' R/W) & WESTERN EAST CAMPBELLTON STREET (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY OF MILO FISHER STREET (60' R/W) THE FOLLOWING COURSES AND DISTANCES ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 90.01 FEET (SAID ARC HAVING A RADIUS OF 1889.38 FEET AND BEING SUBTENDED BY A CHORD BEARING S26°34'41"E, WITH A CHORD DISTANCE OF 90.00 FEET) TO A 1/2" REBAR SET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 53.74 FEET (SAID ARC HAVING A RADIUS OF 1889.38 FEET AND BEING SUBTENDED BY A CHORD BEARING S24°23'55"E, WITH A CHORD DISTANCE OF 53.73 FEET) TO A 1/2" REBAR WITH CAP FOUND; ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 36.29 FEET (SAID ARC HAVING A RADIUS OF 3523.05 FEET AND BEING SUBTENDED BY A CHORD BEARING S21°43'58"E, WITH A CHORD DISTANCE OF 36.29 FEET) TO A 1/2" REBAR SET; ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 102.67 FEET (SAID ARC HAVING A RADIUS OF 3523.05 FEET AND BEING SUBTENDED BY A CHORD BEARING S20°36'10"E, WITH A CHORD DISTANCE OF 102.67 FEET) TO A POINT; THENCE S19°52'40"E, A DISTANCE OF 118.02 FEET TO A POINT; THENCE S19°53'17"E, A DISTANCE OF 80.47 FEET TO A 1/2" REBAR WITH CAP FOUND; THENCE LEAVING SAID RIGHT-OF-WAY N57°36'47"W, A DISTANCE OF 196.73 FEET TO A POINT; THENCE N56°06'41"W, A DISTANCE OF 210.57 FEET TO A 1" OPEN TOP PIPE FOUND ON EASTERN RIGHT-OF-WAY OF MILO FISHER STREET (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES N38°01'19"E, A DISTANCE OF 50.08 FEET TO A POINT; THENCE N35°24'18"E, A DISTANCE OF 225.33 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE **TRUE POINT OF BEGINNING**.

Please return to:
Lawson, Beck & Sandlin, LLC
1125 Commerce Drive, Suite 300
Peachtree City, GA 30269
File # 22-LAW-1707

09F100900520035 & 09F100900520136

STATE OF GEORGIA
COUNTY OF FAYETTE

2

LIMITED WARRANTY DEED

THIS INDENTURE made this 27th day of January, 2023 between

Andy Anderson, Jr. and Robin Anderson

as party or parties of the first part, hereinafter called Grantor, and

Freedom Builders, Inc.

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 DOLLARS and other good and valuable consideration (\$10.00) 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, the following described property:

All that tract or parcel of land lying and being in Land Lot 52 of the 9th District of Fulton County, Georgia, being Lots 1, 2, and 3 as shown on Final Plat for Andy Anderson, Jr, prepared by Moore Bass Consulting, Inc., dated 7/21/2022, and recorded in Plat Book 455, Page 124, Fulton County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

Subject to restrictive covenants and easements 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.

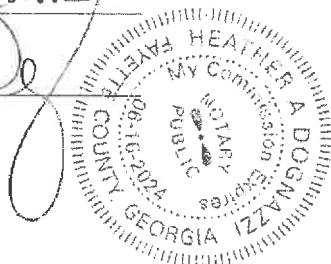
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by through or under Grantor.

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

Signed, Sealed and delivered in the presence of:

Amey Blank
Unofficial Witness

[Signature]
Notary Public



[Signature]
Andy Anderson, Jr.
[Signature]
Robin Anderson

COLLINS & JONES, LLC
Attorneys-at-law
7 West Broad Street
Fairburn, Georgia 30213

Deed Book 36409 Pg 80
Filed and Recorded Nov-03-2003 02:28pm
2003-0378746
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

WARRANTY DEED

GEORGIA, FULTON COUNTY

IN INDENTURE, made the 15th day of October, 2003, between **WILDWOOD RECREATION CLUB, INC.** of the State of Georgia and County of Fulton of the first part and **LANDMARK CHRISTIAN SCHOOL, INC.** of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of **TEN DOLLARS AND OTHER 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 and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part and further assigns, all that tract of parcel of land lying and being in the City of Fairburn and in Land Lot 52 of the 9th District of originally Fayette, then Campbell, now Fulton County, Georgia, and more particularly described as follows:

BEGINNING at the intersection of the Southwestern side of Spence Road and the Southwestern side of Malone Street (unopened); thence running Southeasterly along the Southwestern side of Spence Road three hundred fifty-nine (359) feet to property of Crawford; thence South 66 degrees West along the line of the Crawford property three hundred fifty-three (353) feet to an iron pin on the South line of said Land Lot 52; thence West along the South line of said Land Lot one hundred ninety-nine (199) feet to an iron pin at the property line of Milo Fisher; thence North 35 degrees East along the Fisher property two hundred twenty-one (221) feet to a point on the Northeastern side of Church Street (unopened); said point being marked by an iron pin; thence North 58 degrees along the northeastern side of Church Street two hundred twenty-eight (228) feet to an iron pin; thence north 35 degrees, east along the property of Lige Sims and Howard Arnold four hundred (400) feet to the southwestern side of Malone Street (unopened); thence south 58 degrees east along the southwestern side of Malone Street two hundred fifty (250) feet to Spence Road at the point of beginning, according to plat of survey made by J. O. Lee, Surveyor, in February, 1956.

This property being the same property that is identified in Deed Book 4438 Page 496 Fulton County land records.

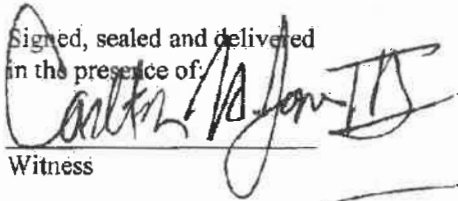
TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, and benefit of **LANDMARK CHRISTIAN SCHOOL, INC.** of the second part and assigns forever, **IN FEE SIMPLE.**

LINK 2

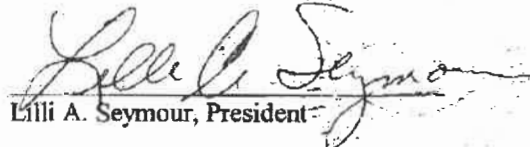
And the said party of the first part, for any executors and administrators will warrant and forever defend the right and title of the above described property unto the said party of the second part, and its successors and assigns, against the lawful claims of all persons whomever.

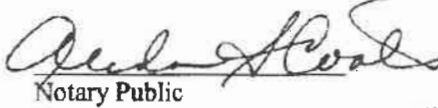
IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand pursuant to a corporate resolution and affixed the seal of **WILDWOOD RECREATION CLUB, INC.** the day and year above written above.

Signed, sealed and delivered
in the presence of:


Witness

WILDWOOD RECREATION CLUB, INC.


Lilli A. Seymour, President


Notary Public

My Commission Expires:-



Deed Book 36409 Pg. 81
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia



Planning • Engineering Design • Environmental Permitting • Land Development Consulting • Land Surveying

November 6, 2023

Denise Brookins
Director of Planning and Zoning
City of Fairburn
Community Development Department, Office of Planning and Zoning
26 W. Campbellton Street
Fairburn, GA 30213

RE: Landmark Village – Letter of Intent
Parcel #'s 09F100900520332, 09F100900520340, 09F100900520357, 09F100900520167

Dear Denise:

Please allow this letter to serve as the required "Letter of Intent" for the rezoning of the above referenced tracts of land in Fairburn, Georgia.

The subject properties consist of 6.3 acres of land, comprising of 3 parcels of land. The properties have frontage on Milo Fisher Road and Highway 92 / East Campbellton Street.

The proposed intent is to rezone the property from AG-1 and R-3 to R-CT for the development of 42 fee-simple townhomes. The townhome units are proposed to be a minimum of 30' wide each, with a minimum of 25' between buildings. Units that front the existing roads are proposed to be accessed via rear alleys, which will eliminate the need for driveways on the existing roads. This will create a visually appealing streetscape along the two roadways and will provide convenient pedestrian access to the adjacent sidewalk network. For rear-accessed units, we are proposing a front setback of 10' from the existing rights-of-way of Highway 92 and Milo Fisher Road. The remaining units will be accessed by a new public road, which will connect to Highway 92 at the Poplar Street intersection.

The R-CT district requires a minimum of 20% of the site be preserved as open space, with at least 10% being located out of proposed stormwater ponds. The proposed plan preserves approximately 33% of the site as open space, 25% of which is located outside of stormwater areas.

We believe the proposed request will support the need for housing in this area and could offer convenient living opportunities for surrounding employment centers such as Landmark Christian School.

I trust this letter along with the information included in the submittal package provides you with the details needed to evaluate the proposed request. Should you have any questions or require any additional information, please do not hesitate to call me at (770) 914-9394.

Sincerely,

Moore Bass Consulting, Inc.

A handwritten signature in black ink, appearing to read 'Stephen D. Moore', with a long horizontal line extending to the right.

Stephen D. Moore



IMPACT ANALYSIS

Applicant: Freedom Land Holdings, LLC

Analyze the impact of the proposed rezoning and answer the following questions:

1. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? Yes

2. Does the proposal adversely affect the existing use or usability of adjacent or nearby property? No

3. Does the property have a reasonable economic use as currently zoned? No

4. Will the proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? No

5. Is the proposal in conformity with the policies and intent of the land use plan? Future Land Use designation is Town Center Mixed Use and Rural Residential

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal? The need for affordable, in town residential housing could support the proposed request

7. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of Fairburn? No

Attach additional sheets as needed.



PUBLIC PARTICIPATION PROGRAM

Public Participation Program consists of a two-part process designed to enhance dialogue between applicants and communities which may be impacted by a proposed development.

Part 1 of the process is the Public Participation Plan which is required with all rezoning and/or use permit applications. The plan must be filed simultaneously with the application and implemented before the first public hearing. The minimum standards for the plan are as follows:

- Identification of all property owners within 500 feet of the site and area homeowners' associations, environmentally stressed communities, political jurisdictions, and any other public agencies or organizations which may be affected by an application as determined by the applicant and the current planner at the time of the pre-application review
- Explanation of how interested parties will be informed of rezoning/use permit applications
- Methods for providing opportunities for discussion with interested parties before public hearings are held. Applicants are required to schedule at least one meeting at a convenient location and time and notify all interested parties, as identified above of the purpose, place and time of the meeting.
- Applicant's schedule for completion of the Public Participation Plan

Part 2 of the Public Participation Program is the Public Participation Report which is due per the attached schedule. The minimum standards for the Report are as follows:

- Provide a list of all parties that were contacted, the methods of notification that were used, and copies of all notification letters.
- Provide dates and locations of all community and/or other meetings that were attended by the applicant to discuss an application. (Attach meeting notices, letters, etc.)
- Provide the number of people who participated in meetings held to discuss an application. (Attach sign-in sheets)
- A summary of concerns and issues expressed by interested parties.
- A summary of the applicant's response to concerns and issues.

PUBLIC PARTICIPATION PLAN

Applicant: Freedom Land Holdings, LLC

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

See list attached

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

See list attached

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

See list attached

Attach additional sheets as needed.

ANDERSON ALBERT SR & EMMA G
284 HILLSIDE DR
FAIRBURN, GA 30213

ANDERSON ANDY JR &, ANDERSON RC
450 RIVERTOWN RD
FAIRBURN, GA 30213

BELT ISAIAH
1109 COLEMAN RD SW
ATLANTA, GA 30310

BETTIE W HANNAH REVOCABLE TRUST
95 VALLEY BROOK DR
FAIRBURN, GA 30213

BROOKS HENRY A
237 CLAYTON ST
FAIRBURN, GA 30213

BROWN SALLIE M ET AL
1395 GEORGIA AVE
EAST POINT, GA 30344

CITY OF FAIRBURN
P O BOX 145
FAIRBURN, GA 30213

EVANS THADDEUS P
15 AZALEA DR
FAIRBURN, GA 30213

FARGASON JOYCE B, C/O DOROTHY S
14 POPLAR ST
FAIRBURN, GA 30213

FEARS DOROTHY S
14 POPLAR ST
FAIRBURN, GA 30213

FKH SFR PROPCO G LP
1850 PARKWAY PL SUITE 900
MARIETTA, GA 30067

FLEMING KEVIN &, FLEMING LAUREN
325 SPENCE RD
FAIRBURN, GA 30213

GREEN MARY B
283 HILLSIDE DR
FAIRBURN, GA 30213

HABITAT FOR HUMANITY IN ATLANTA IN
824 MEMORIAL DR SE
ATLANTA, GA 30316

HARRIS WILLIAM E SR
38 POPLAR ST
FAIRBURN, GA 30213

JACKSON GILBERT & PATRICIA
333 HILLSIDE DR
FAIRBURN, GA 30213

JACKSON JACK T
353 SPENCE RD
FAIRBURN, GA 30213

JOHNSON ROGER H & MARIAN J
363 SPENCE RD
FAIRBURN, GA 30213

LANDMARK CHRISTIAN SCHOOL INC
50 E BROAD ST
FAIRBURN, GA 30213

LANDMARK CHRISTIAN SCHOOL INC
50 E BROAD ST
FAIRBURN, GA 30213

LAWRENCE LINDA
300 EAST CAMPBELLTON ST
FAIRBURN, CA 30213

LOCKHART KIMBERLY ANNE &, HAMILT
306 HILLSIDE DR
FAIRBURN, GA 30213

MADE OFFICIAL SOLUTIONS LLC
4155 LAWRENCEVILLE HWY # 8109
LILBURN, GA 30047

MELEAR MYRA N
307 HILLSIDE DR
FAIRBURN, GA 30213

MILES EARNESTINE W ESTATE OF
697 CHARLOTTE PL NW
ATLANTA, GA 30318

MILLER MARILYN
72 MILO FISHER ST
FAIRBURN, GA 30213

MILLICAN DAVID & LORI WIX
72 MILO FISHER ST
FAIRBURN, GA 30213

OLYMPIC INVESTMENT INC
11350 MC CORMICK RD # 200
HUNT VALLEY, MD 21031

PEREZ SILVERIO
34 AZALEA DR
FAIRBURN, GA 30213

ROGERS GRACE ARAMINTA HILL
602 WATERFORD LNDG
MCDONOUGH, GA 30253

SCHARKO ANTONI & LINDA M
240 EAST CAMPBELLTON ST
FAIRBURN, GA 30213

SCHARKO ANTONI
240 EAST CAMPBELLTON ST
FAIRBURN, GA 30213

SCHARKO ANTONI
240 E CAMPBELLTON ST
FAIRBURN, GA 30213

SEGAVERP02 LLC
401 E JACKSON ST SUITE 3000
TAMPA, FL 33602

STARKS MARILYN ET AL
35 MILO FISHER ST
FAIRBURN, GA 30213

STRUCTURED REAL ESTATE INVESTME
1600 DOUGLASS RD STE 130A
ANAHEIM, CA 92806

TITUS MICHAEL G & JUDITH
88 MILO FISHER ST
FAIRBURN, GA 30213

UNITED UNIVERSAL FELLOWSHIP OF F
477 SMITH MILL RD
FAYETTEVILLE, TN 37334

WHEAT EMMIE C
310 EAST CAMPBELLTON ST
FAIRBURN, GA 30213

WILCOXSON JAMES F ET AL
80 MILO FISHER ST
FAIRBURN, GA 30213

WYATT JAMIE A WHITE
362 LEE'S MILL RD
FAYETTEVILLE, GA 30214



SITE PLAN CHECKLIST

Site plans for rezoning and use permit must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

ITEM #	DESCRIPTION	CHECK ✓
1	An accurate, up-to-date and certified survey of the property	
2	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.	
3	Vicinity map with North arrow showing the property in relation to the general area	
4	Acreage of subject property	
5	Location of land lot lines and identification of land lots	
6	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; Proposed streets on the subject site	
7	Current zoning of the subject site with required and/or proposed setbacks and adjoining properties	
8	Total are of the site, and the areas of the proposed to be devoted to impervious surfaces	
9	Proposed off-site layout including buildings, drives, parking, walkways, landscaped-areas, tree save area, buffers, easements, utilities and any other features necessary to properly present the development	
10	Layout and minimum lot size of proposed single family residential lots	
11	Topography on subject site	
12	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	
13	Required and proposed parking spaces; Loading and unloading facilities	
14	Wetlands, lakes, streams and other waters on the site and associated buffers including the 100 year flood-plain, if appropriate.	
15	Proposed stormwater management facilities	
16	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.	

Office use only:

Application reviewed by:

Staff signature: _____ Date: _____
 Community Development/
 Planning and Zoning

Staff printed name: _____

The undersigned acknowledges that the site plan is submitted in accordance with Chapter 62, Article V - The Building Process of the City of Fairburn Code of Ordinance and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: Pam Powers

Date: 10/30/2023

Applicant printed name: Pam Powers

FEE SCHEDULE	
REZONING	\$350/acre, each rezoning up to \$5K
PUBLIC HEARING SIGN	\$31/each

(ALL CHECKS PAYABLE TO THE CITY OF FAIRBURN)

Poplar Commons / Milo Fisher Road



Elevation of Proposed Rear Entry Units fronting Highway 92 and Milo Fisher Road

Building Materials:
Hardiplank and brick

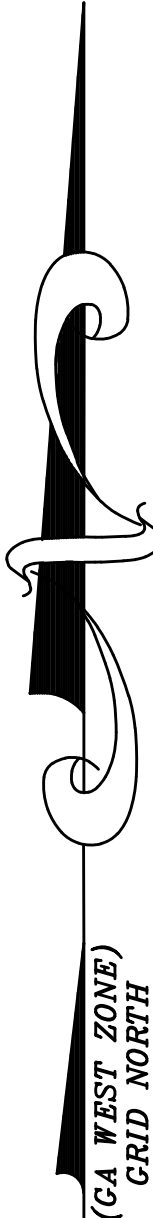
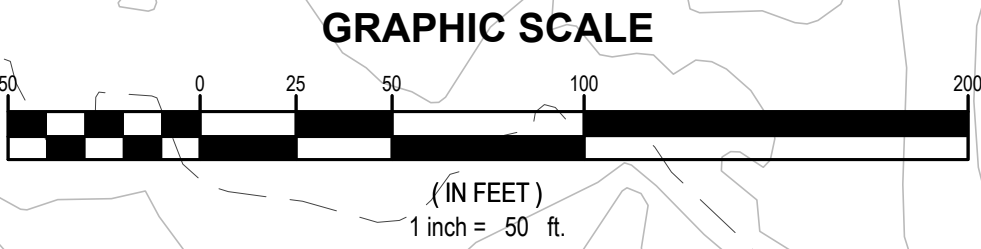
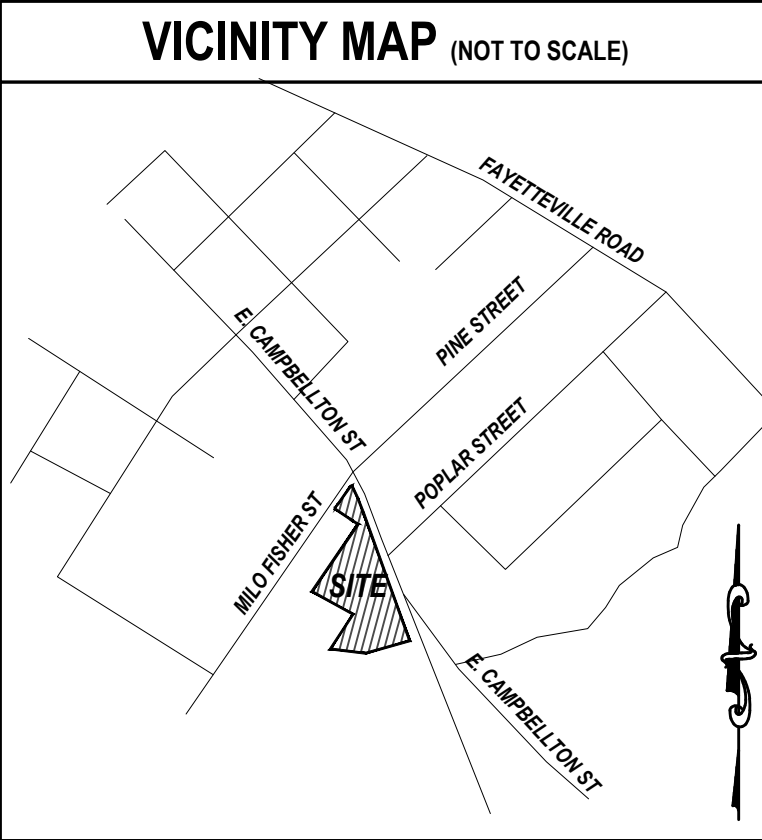
Poplar Commons / Milo Fisher Road



Elevation of Proposed Front Entry Units

Building Materials:
Hardiplank and brick

SITE DATA	
EXISTING SITE INFORMATION	
PROJECT NAME	POPLAR COMMONS
SITE AREA	6.3 AC. +/-
CURRENT ZONING	R-3, AG-1
PROPERTY OWNER	FREEDOM LAND HOLDINGS, LLC AND LANDMARK CHRISTIAN SCHOOL, INC.
PARCEL ID #	09F100900520332, 09F100900520340, 09F100900520357, 09F100900520167
ZONING DISTRICT REQUIREMENTS	
MIN. HEATED FLOOR AREA	1,200 SF
MIN. FRONT SETBACK	20'
MIN. REAR SETBACK	10'
MIN. SIDE SETBACK	5' (10' BETWEEN BUILDINGS)
MIN. LOT AREA	3,000 SF
OPEN SPACE REQUIRED	1.3 AC. (20% OF SITE , 10% OUTSIDE OF STORMWATER PONDS)
PROPOSED RESIDENTIAL DEVELOPMENT INFORMATION	
PROPOSED ZONING	R-CT
PROPOSED LAND USE	SINGLE-FAMILY RESIDENTIAL TOWNHOMES
PROPOSED MIN. LOT WIDTH	45'
PROPOSED UNIT COUNT	31
TOTAL OPEN SPACE PROVIDED	2.6 AC. (41% OF SITE)
PROPOSED STORMWATER POND AREA	0.5 AC.
NET OPEN SPACE PROVIDED	1.6 AC. (33% OF SITE)



	
Moore Bass Consulting, Inc.	
• Civil Engineering • Land Surveying • Development Consulting • Landscape Architecture • Environmental Permitting	
www.moorebass.com TALLAHASSEE • ATLANTA	
1350 Keys Ferry Court McDonough, GA 30253 770.914.9394	
PROJECT NAME	POPULAR COMMONS FAIRBURN, GA
CLIENT NAME	FREEDOM LAND HOLDINGS, LLC
REVISIONS	
1. 03-07-2024	REVISED ENTRANCE LOCATION TO CHURCH STREET - SDMI
2. 05-22-2024	REVISED PER CITY COMMENTS - SDMI
A2431.0078-REZ4	
DATE	10-31-2023
CONTRACT #	
DRAWN BY	BT
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	
1350 KEYS FERRY COURT MCDONOUGH, GA 30253 (814) 179	
SEAL	
SHEET TITLE	
CONCEPT PLAN	
SHEET	1.0



LAND USE PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
CONSTRUCTION ADMINISTRATION
DRONE LIDAR SURVEYING & MAPPING

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TALLAHASSEE | 850.222.5678
moorebass.com

May 22, 2024

Denise Brookins
Director of Planning and Zoning
City of Fairburn Community Development Department, Office of Planning and Zoning
26 W. Campbellton Street
Fairburn, GA 30213

Poplar Commons (FKA Landmark Village)
Rezoning Site Plan Response to comments

Dear Denise:

Please find attached the revised Conceptual Site Plan for the above referenced project. Please see the responses below to your comments received April 2, 2024:

Comments from Planning and Zoning:

1. Please provide all proposed elevations with the materials and height listed.
 - Proposed building elevations are attached.
2. All power infrastructure in private developments must be funded by the developer for installation as per the City municipal code.
 - Comment noted and agreed.

Comments from Community Development / Public Works (items in bold included in Plan Review Comments received by Lester Thompson on April 2, 2004:

3. Please note the minimum right-of-way width for a local residential street shall be 50 feet, and the minimum roadway width shall be 28 feet. [Sec. 71-36]. Please ensure that the northern proposed entrance conforms with this requirement.
 - The northern access to Milo Fisher Street is a private alley intended to provide access to the lots facing Milo Fisher Street and East Campbellton Street. These are intended to be private driveways, located in a 20' wide access easements, to be owned and maintained by the Homeowner's Association. Based on the May 22, 2024, meeting with Lester Thompson, this comment only applies to Church Street and Road A shown on the revised site plan.
4. Please note that when property fronting on a city street is to be developed or when the property is to be accessed from a city street, the developer shall cause to be constructed roadway improvements (pavement, signing, striping, curb and gutter and drainage) which are required along the existing road across the entire property frontage at no cost to the city. Required improvements shall not be less than provided in the regulations for the designated street classification. [Sec. 71-37 (a)]. Show the installation of roadway improvements (curb & gutter, drainage, etc.) along West Campbellton Street
 - East Campbellton Street is listed as a state highway, under the jurisdiction of the Georgia Department of Transportation (GDOT). As such, the improvements referenced above will need to be coordinated and permitted through GDOT. These improvements (if required) will be addressed during the construction plan and permitting phase of the



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project. Based on the May 22, 2024, meeting with Lester Thompson, the required improvements to East Campbellton Street should require the installation of a 30" wide curb and gutter section with a 5' wide sidewalk along the south side of the road for the entire length of the property frontage, meeting GDOT specifications.

5. Show the location of Church Street on the western side of Milo Fisher Street. The proposed Church Street entrance will be required to align with Church Street on the opposite side of Milo Fisher Street in accordance with the GDOT Regulations for Driveway and Encroachment Control.
 - The site plan has been revised to show the proposed realignment of the existing Milo Fisher Street entrance to Landmark Christian School to align with the proposed Church Street improvements. Detailed plans and easements for said relocation will be provided during the construction plan and permitting phase of the project. Based on the May 22, 2024, meeting with Lester Thompson, the proposed realignment of the Landmark entrance should satisfy this request. Acknowledgement and approval of the relocation should be provided by Landmark Christian School.
6. Ensure proposed entrance locations on Milo Fisher Road do not encroach into the minimum side yard setbacks on the existing lots in accordance with the R-3 Development standards.
 - The existing home adjacent to the right-of-way reservation for Church Street is approximately 25 feet from the existing right-of-way line. In accordance with the R-3 standards, the minimum side yard setback is 10 feet. We trust that if there was an issue with the location of the house relative to the right-of-way reservation, it would have been addressed at the time of building permit issuance for the existing home or when the right-of-way was dedicated.
7. Show the installation of sidewalk, from property line to property line on both Milo Fisher Street and East Campbellton Street/ SR 92. When provided, the sidewalk will be required to have a minimum width of five feet.
 - Based on the May 22, 2024, meeting with Lester Thompson, the existing 4' wide sidewalk along the property frontage of East Campbellton Street will be widened to 5'. In addition, along the property frontage of Milo Fisher Street, the developer will install a 2' wide beauty strip from the existing granite curb with a 5' wide sidewalk.
8. Please note, a copy of the approved Georgia DOT permit shall be provided to the City prior to Site Development Plan approval and the issuance of the Land Disturbance Permit. [Sec. 71-41]
 - Comment noted

We trust the above adequately addresses your comments and will allow for the further processing of our application. Should anything further be required, please do not hesitate to contact me.

Sincerely,

Moore Bass Consulting, Inc.

Stephen Moore

August 2, 2024

VIA EMAIL: sbrookins@fairburn.com

Ms. Denise Brookins
Director of Planning and Zoning
City of Fairburn, Georgia
Fairburn Administration Building
314 NW Broad Street
Fairburn, GA 30213

RE: Fulton County Tax Parcel Identification Numbers 09F100900520167, 09F100900520316, and 09F100900520035 (collectively, the “Property”); and Rezoning Applications and Variance Applications for the Property (each an “Application” and collectively, the “Applications”).

Dear Ms. Brookins:

Please accept this letter as an amendment to and clarification of the Applications with respect to the following matters:

1. The Applications propose 31 single-family detached residences, as shown on the concept plan and renderings submitted herewith.
2. The Property that is the subject of the Rezoning Application is identified by the following Fulton County Tax Parcel Identification Numbers (“TPN(s)”: 09F100900520167, 09F100900520316, and 09F100900520035 (collectively, the “Property”).
3. The Property that is the subject of the Variance Application is identified by TPNs: 09F100900520316 and 09F100900520035.
4. The Rezoning Applications seeks to rezone the Property from the AG – Agricultural zoning district (“AG”) and R-3 – Single-family Residential zoning district (“R-3”) to the R-CT – Residential Condominium/Townhouse district (“R-CT”).
5. The Applications also request that the Comprehensive Plan be revised so that the Future Land Use Map designation for TPN 09F100900520167 is changed from RR (Rural Residential) to TCMU (Town Center Mixed Use).

6. Enclosed for consideration by the Council for the City prior to the Council's official action on the above styled Applications for the Property, are the Constitutional Objection and York Objection of the Applicant regarding the Application, attached hereto respectively at **Exhibit "A"** and **Exhibit "B"**. As you know, these objections are standard procedural requirements imposed by decisions of Georgia's appellate courts.
7. Hereby submitting elevations of the dwellings proposed for the development contemplated by the Applications.
8. Hereby submitting a revised site plan and the response of Moore Bass Consulting, the engineer of record for the project, to the comments of Staff on the initial/original site plan.
9. The Applications are hereby amended by submitting the revised/amended applications, included herewith, to name the law firm of Taylor English Duma LLP and Steven L. Jones, on behalf of that firm, as the attorneys representing the Applicant, Freedom Land Holdings LLC.

The Applicant respectfully requests that the Council approve the Application as presented with only the conditions consented to by the Applicant.

Should you have any questions or concerns regarding this letter or its attachments/enclosures, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven L. Jones', with a stylized, cursive script.

Steven L. Jones

Enclosures

cc: Applicant

Moore Bass Consulting

Valerie A. Ross, City Zoning Attorney (via email: vross@lawtrg.com)

EXHIBIT “A”

CONSTITUTIONAL OBJECTION

As applied to the real property of Freedom Builders, Inc., a Georgia corporation (“Freedom” or the “Applicant”) which is identified as Fulton County Tax Assessor Parcel Nos. (“TPN”): 09F100900520316, and 09F100900520035 (the “Freedom Property”) and the real property of Landmark Christian School Inc., a Georgia nonprofit corporation which is identified as TPN 09F100900520167 (the “Landmark Property” and collectively with the Freedom Property the “Subject Property”) and which Subject Property is the subject of previously filed rezoning and variance applications (collectively, the “Application”), if the Application is not approved or is approved with condition(s) not consented to by the Applicant, the Code of Ordinances of Fairburn, Georgia (the “Code”), Part II, Chapter 80 (the “Zoning Ordinance”) will be unconstitutional in that the Applicant’s (and/or the Owner’s) property rights in and to the Subject Property will be destroyed without first receiving fair, adequate, and just compensation for such property rights. As applied to the Subject Property, in such case, such action on the Application and the Zoning Ordinance will deprive the Applicant (and/or the Owner) of constitutionally protected rights in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

If the Application is not approved or is approved with condition(s) not

EXHIBIT “A”

consented to by the Applicant, such action on the Application and application of the Zoning Ordinance to the Subject Property will be unconstitutional, illegal, arbitrary, capricious, null, and void, constitute a taking of the Subject Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States of America thereby denying the Applicant (and/or the Owner) an economically viable use of the Subject Property while not substantially advancing legitimate state interests.

Inasmuch as it is impossible for the Applicant (and/or the Owner) to use the Subject Property and simultaneously comply with the Zoning Ordinance and in the event the Application is not approved or is approved with condition(s) not consented to by the Applicant, such action on the Application and application of the Zoning Ordinance to the Subject Property will constitute arbitrary, capricious, and unreasonable acts by the City of Fairburn, Georgia, by and through the Mayor and City Council of the City, without any rational basis therefor and constitute abuses of discretion in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United

EXHIBIT “A”

States of America.

If the Application is not approved or is approved with condition(s) not consented to by the Applicant, such action on the Application and application of the Zoning Ordinance to the Subject Property will be unconstitutional and discriminate against the Applicant (and/or the Owner) in an arbitrary, capricious, and unreasonable manner between the Applicant (and/or the Owner) and others similarly situated in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America.

WHEREFORE, the Applicant requests that the City (by and through the Council of the City) approve the Application, as specified and designated therein, with only additional condition(s) consented to by the Applicant.

Respectfully submitted this 6th day of June 2024.

TAYLOR ENGLISH DUMA LLP
Counsel for the Applicant

/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia
30339
(678) 336-7282
sjones@taylorenghish.com

EXHIBIT “B”

OBJECTION TO AND FOR ZONING HEARINGS BASED ON YORK V. ATHENS COLLEGE OF MINISTRY, INC.

As applied to the real property of Freedom Builders, Inc., a Georgia corporation (“Freedom” or the “Applicant”) which is identified as Fulton County Tax Assessor Parcel Nos. (“TPN”): 09F100900520316, and 09F100900520035 (the “Freedom Property”) and the real property of Landmark Christian School Inc., a Georgia nonprofit corporation which is identified as TPN 09F100900520167 (the “Landmark Property” and collectively with the Freedom Property the “Subject Property”) and which Subject Property is the subject of previously filed rezoning and variance applications (collectively, the “Application”) and the Applicant, the public hearing regarding and any action of the City of Fairburn, Georgia (the “City”), by and through the Mayor and City Council (the “City Council”) of the City, on the same are objected to by the Applicant based on, but not limited to, the reasons set forth herein (collectively, the “York Objection” and each an “Objection”), in accordance with *York v. Athens College of Ministry, Inc.*, 348 Ga. App. 58, 821 S.E.2d 120 (Ga. Ct. App. 2018):

Contemporaneous with the filing of this *York* Objection, the Applicant is filing a Constitutional Objection to any action by the City Council that does not approve the Application or approves the Application with condition(s) not consented to by the Applicant, and all Objections set forth therein are incorporated herein by reference as if fully restated.

The Applicant objects to the hearings before the City’s Planning and Zoning Commission (the “P&Z Commission”) and the City Council on the Application because

EXHIBIT “B”

the time limitation, if any, imposed on the presentation of evidence and testimony in support of the Application deprives the Applicant a meaningful opportunity to be heard and preserve issues, in violation of the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States and Article I, Section I, Paragraphs I, II, XI, and XII of the Constitution of Georgia of 1983. Likewise, the Applicant objects to any and all members of the public (and/or other persons) who appear (or otherwise give testimony or opinion) at any hearings, if any, before the P&Z Commission and/or the City Council to the extent that (but not limited to) said individuals (a) do not satisfy the substantial interest-aggrieved citizen test; (b) are not under oath; (c) are not subject to cross-examination; (d) present evidence on and/or make statements that qualify as (or must or should be assessed with the aid of) expert opinion without any or all individuals being qualified as expert witnesses; (e) present evidence on and/or make statements that are not germane to the purview of the P&Z Commission and/or the City Council with respect to the Rezoning Application as set out in The Code of Ordinances of Fairburn, Georgia (the “Code”), Part II, Chapter 80 (the “Zoning Ordinance”); and/or (f) present evidence and/or make statements that are founded, wholly or in part, upon inadmissible, hearsay, not relevant, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence.

Additionally, the Applicant objects to any City Council action that does not approve the Application or approves the Application with condition(s) not consented to by the Applicant to the extent that (but not limited to) such action is: (a) in violation

EXHIBIT “B”

of Section 50-13-19(h) of the Official Code of Georgia Annotated or otherwise: (1) in violation of any constitutional, statutory, and/or ordinance provisions; (2) in excess of the constitutional, statutory, and/or ordinance authority of the City Council; (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion; (b) founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (c) contrary to or outside of the purview of the City Council, and/or procedure, for the Application set out in the Zoning Ordinance; (d) based, in whole or part, on evidence or other information received outside of the hearing(s) on the Application and/or in any manner which does not afford the Applicant an opportunity to review or respond to the same; and/or (e) not made pursuant and in conformance with the Zoning Ordinance; the Code of Ordinances, City of Peachtree City, Georgia; the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*, and/or any other law of the state of Georgia or the United States of America.

By and through this *York* Objection, the Applicant hereby preserves all the above and incorporated Objections, and any and all evidence, arguments, and objections made and/or tendered by the Applicant at or prior to the City Council hearing on the Application, and asserts them on and within the record before, and for consideration and resolution (prior to any formal decision) by, the City Council.

WHEREFORE, the Applicant requests that the City (by and through the

EXHIBIT “B”

Council of the City) approve the Application, as specified and designated therein, with only additional condition(s) consented to by the Applicant.

Respectfully submitted this 6th day of June 2024.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant

/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenghish.com



Poplar Commons

Axon View



Hwy 92

E Campbellton St

Poplar Commons

Hwy 92

Poplar St

Hwy 92

Milo Fisher St



Bird-eye's View



Poplar Commons

Neighborhood View 01



Poplar Commons

Neighborhood View 02



Poplar Commons

Neighborhood View 03



Poplar Commons

Neighborhood View 04



Poplar Commons

Neighborhood View 05



Poplar Commons

Pond View



Poplar Commons

Rear-entry Home View (Front)



Poplar Commons

Rear-entry Home View (Rear)



Poplar Commons

Front-entry Home View (Front)



VARIANCE APPLICATION PACKET



PROCEDURES AND INFORMATION FOR FILING A VARIANCE

Applications are available at the Office of Planning and Zoning, 26 West Campbellton Street, Fairburn, GA 30213 or online at www.fairburn.com. **Read the following instructions prior to filing and refer to the included filing schedule.**

A PRE-APPLICATION MEETING IS REQUIRED PRIOR TO FILING. To schedule a meeting, please contact the Planning and Zoning Office at 770-964-2244.

TYPES OF VARIANCES:

Listed below are the types of variances. Please identify the type of variance requested and check the appropriate box in Section I or Section II of the VARIANCE APPLICATION.

VARIANCES THAT DO NOT REQUIRE A PUBLIC HEARING:

The following variances are handled administratively by the City's Office of Planning and Zoning.

1. **MINOR VARIANCES:** Administrative relief can only be sought from the minimum yard requirements of the zoning district not to exceed 10% of the setback. (Example: 35-foot front yard = 3.5-foot variance). Letters from adjoining property owners are required at the time of filing.
2. **ADMINISTRATIVE MINOR VARIANCE:** Administrative relief from the minimum yard setback requirements for one foot or less.

VARIANCES THAT REQUIRE A PUBLIC HEARING:

The following variances require a public hearing and action by the Planning and Zoning Commission:

1. **PRIMARY VARIANCE:** Applicant seeks relief from the provisions of the Zoning Ordinance. All such appeals shall be heard by the Planning and Zoning Commission and shall be accompanied with a statement of hardship (See the Variance Considerations below).
2. **SECONDARY VARIANCE:** Applicant seeks to appeal a decision of the Zoning Administrator or seeks to appeal a decision on an Minor Variance or Administrative Minor Variance.

The following variances require a public hearing and action by the City Council:

3. **CONCURRENT VARIANCE:** Applicant seeks a variance in conjunction with a rezoning, use permit or zoning modification request on the same property, based, on the conceptual plan submitted with the petition for the same agenda.

FILING REQUIREMENTS FOR ALL VARIANCES:

1. **APPLICATION CHECKLIST:** See enclosed Variance Application Checklist. **Contact Staff at 770-964-2244 to schedule an appointment for a variance pre-application review meeting.**
2. **APPLICATION FORM:** Variance Applications must have an **original NOTARIZED SIGNATURE** of the property owner(s) of record or a notarized statement by the appellant acting as power of attorney for the property owner. Where there are multiple owners, a notarized signature of each and all owners must be submitted with the application.
1. **SURVEY:** An accurate, to scale, up-to-date certified survey of the property shown with metes and bounds must be submitted with the Variance Application. The survey should include existing thoroughfares; existing drainage areas; existing buildings, structures and facilities; existing utilities on or adjacent to the property; and ownership, zoning and uses of all property adjacent to or within 200 feet of the property. must establish a point of beginning and from said point of beginning, give each dimension bounding the property, calling the directions (such as north, northeasterly, etc.) and returning to the point of beginning. The property's address must also be identified.
2. **LEGAL DESCRIPTION:** A legal description of the subject property must be submitted with the Variance Application. Legal Descriptions must establish a point of beginning and from said point of beginning, give each dimension bounding the property, calling the directions (such as north, northeasterly, etc.) and returning to the point of beginning. The property's address must also be identified.
3. **WARRANTY DEED:** A copy of the warranty deed must be submitted with the Variance Application.
4. **LEASE AGREEMENT:** When applicable, a copy of the lease agreement between the property owner and the applicant must be included with the Variance Application. The lease must identify the party responsible for the reclamation of the property.
5. **LETTER OF INTENT:** The letter of appeal shall state in detail the proposed project, the variance request, and a hardship statement stating that the granting of a variance will alleviate some demonstrated and unusual hardship for which a variance is warranted.
6. **CONCEPTUAL SITE PLAN:** The conceptual site plan must be drawn in accordance with the *Code of Ordinances, Chapter 62, Article V. The Building Process*. Site plan must include the following items:

1.	An accurate, up-to-date and certified survey of the property on which the project is to be built.
2.	A vicinity map showing the property in relation to the general area of the city in which it is located.
3.	The name of the proposed project.
4.	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.
5.	Graphic scale, north arrow, and date of preparation.
6.	Zoning of the property with required setbacks shown.
7.	Zoning, use, and ownership of all adjoining property
8.	Total area of the site, and the area of the site proposed to be devoted to impervious surfaces.
9.	Approximate topography of the site.
10.	Significant natural features on and adjacent to the site, including the 100-year floodplain, if appropriate.
11.	Existing manmade features on the site.

12.	Proposed site layout including buildings, drives, parking, walkways, landscaped-areas, tree save areas, buffers, easements, utilities and any other features necessary to properly present the concept.
13.	Proposed off-site improvements which may be necessary to properly develop the site.
14.	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.
15.	If the site plan is for an addition to or a change in an existing site plan, the drawings must clearly show the changes that are being proposed.

7. **VARIANCE APPLICATION FEE:**

\$350.00, payable by cash, check, money order or credit card (*except American Express*), plus **\$31.00** Notice of Public Hearing Sign

ALL CHECKS PAYABLE TO THE "CITY OF FAIRBURN." VARIANCE APPLICATION FEES ARE NON-REFUNDABLE

ALL REQUESTS FOR VARIANCES SHALL HAVE A STATEMENT OF HARDSHIP. THE FOLLOWING CONSIDERATIONS SHALL BE USED IN JUSTIFYING THE HARDSHIP.

VARIANCE CONSIDERATIONS: Variances may be considered in all districts. Primary variances and concurrent variances shall only be granted upon showing that:

- Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this Chapter or;
- The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or
- Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

Should a variance request impact approved zoning conditions, a separate Zoning Modification Application may be necessary.

VARIANCE LIMITATIONS: Please note that *no* variances shall be allowed for the following:

- Permitted uses or accessory uses for the zoning district
- Minimum lot area, minimum lot frontage on a street or minimum district size required in each zoning district
- Relief from the standards of Article VI (*The Appeals Process*) or Article VIII (*The Rezoning Process*)

PROCEDURES FOR FILING ALL VARIANCE APPLICATIONS:

1. **PRE-APPLICATION MEETING:** The property owner or applicant should schedule a pre-application meeting with the Zoning Administrator or his/her designee to discuss the request and necessary documents, fees and schedules pertinent to the request.
2. **APPLICATION SUBMITTAL:** The property owner or applicant shall submit a complete application to the Planning and Zoning Office.

3. **INITIAL STAFF REVIEW:** Completed applications will be distributed to appropriate city staff for review and comment. All staff comments will be submitted to the Planning and Zoning Office within 10 business days.
4. **RESUBMITTAL:** Upon receipt of staff comments, all comments will be consolidated into a single report for distribution to the applicant. The applicant should revise plans according to the comments received and resubmit plans to the Planning and Zoning Office.
5. **PUBLIC NOTICE:** The Planning and Zoning Office staff will prepare newspaper ads and property signs to assure proper notice of public hearings. Property signs must be placed on the site between 15 to 45 days before the date of the public hearing.
6. **STAFF EVALUATION:** A staff analysis report with a recommendation to the Planning and Zoning Commission will be prepared.
7. **PLANNING & ZONING COMMISSION:** The Planning and Zoning Commission shall hold a public hearing on the application and make a decision on the request. Conditions may be included as part of the decision. The Planning & Zoning Commission meets on the first Tuesday of each month (as needed) at Fairburn City Hall, 56 Malone Street, Fairburn, GA 30213.
8. **APPEALS.** Appeals of primary variance decisions shall be filed with the Fulton County Superior Court within 30 days of the Planning and Zoning Commission decision. Appeals to decisions of the Zoning Administrator (also called secondary variances/interpretations) shall be filed within 30 days of the decision to the Planning and Zoning Commission.



VARIANCE PUBLIC HEARING INFORMATION

Public hearings are required for Primary Variances and Secondary Variances. Public notification is required for Minor Variances.

Public Hearings for Primary Variances and Secondary Variances must be advertised in the manner listed below. Public Hearings for Concurrent Variances must be advertised with their associated rezoning, use permit or zoning modification requests.

POSTING OF PUBLIC HEARING SIGNS:

- **PLANNING AND ZONING COMMISSION PUBLIC HEARING NOTICE SIGN:** Signs posted along the frontages of Properties subject to variances that notify area residents of the Planning and Zoning Commission public hearing. **Applicants are required to post the public hearing sign in a conspicuous place along the property's public street frontage, no later than 20 days before the Planning and Zoning Commission hearing.** *Failure to post the signs by this deadline will result in the administrative removal of the public hearing from the agenda.* The sign must remain posted on-site until final action by the Planning and Zoning Commission. If the sign is mutilated and/or removed, the applicant is responsible for obtaining and re-posting a new sign.

OTHER PUBLIC NOTIFICATION FOR VARIANCES:

- Notice is mailed (via U.S. Mail) by City of Fairburn to all property owners within a 500-foot radius of the subject property. Said notice is postmarked no later than 15 days prior to the public hearing to property owners of record as shown on the real estate tax records of Fulton County as retrieved by the County's Geographic Information Systems.
- A published notice in a newspaper of general circulation is done by the City of Fairburn no later than 15 days prior to the public hearing. The published notice contains the time, place, purpose of the hearing and the location of the property.
- Minor variances require the applicant to notify the immediately adjacent property owners via email and/or certified mail.

PUBLIC HEARING DATES:

- **APPLICATION DEADLINES:** A schedule with deadlines and public hearing dates for all Variances can be found on the final page of this application packet.
- **PLANNING AND ZONING COMMISSION MEETING:** Primary and Secondary Variances are decided by the Planning and Zoning Commission. The Planning and Zoning Commission holds public hearings on the first Tuesday of each month at 7:00 p.m.

IF YOU HAVE ANY QUESTIONS CONCERNING THESE VARIANCE FILING PROCEDURES, PLEASE CONTACT THE PLANNING AND ZONING OFFICE AT 770-964-2244.



VARIANCE APPLICATION CHECKLIST

Please submit one (1) copy of the following documents and information.

ITEM #	REQUIRED ITEM	CHECK √ (Office Use Only)
1.	Application Checklist	
2.	Application Form	
3.	Survey	
4.	Legal Description	
5.	Warranty Deed	
6.	Lease Agreement	
7.	Letter of Intent	
8.	Conceptual Site Plan	

Fees: \$350 per variance application and \$31 public hearing sign

For any documents that are larger than 11" x 17," a copy reduced to 11" x 17" shall also be required.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATIONS ARE ACCEPTED MONDAY – FRIDAY FROM 9:00 A.M. TO 3:00 P.M.



APPLICATION FOR VARIANCES

Date Received: _____

VARIANCE #: _____
(Office Use Only)

SECTION I – GENERAL INFORMATION

APPLICANT INFORMATION

Applicant Name: Freedom Land Holdings, LLC
Address: 140 Village Circle, Senoia, Georgia 30276
Phone: _____ Cell: 404-725-2237 Fax: _____
Email Address: james.nicholson@jefflindseycommunities.com

OWNER INFORMATION (If different from Applicant)

Owner Name: Jeff Lindsey Communities
Address: 140 Village Circle, Senoia, Georgia 30276
Phone: _____ Cell: 404-725-2237 Fax: _____
Email Address: james.nicholson@jefflindseycommunities.com

PROPERTY INFORMATION

Address: 0 & 241 East Campbellton Street
Parcel ID#: 09F100900520035, 09F100900520316 Land Lot: _____ District: _____ Acreage: _____
Request: We are requesting relief from Section 80-367 - Location. This code section requires a 25' buffer to be provided along all public right-of-way. The proposed development includes houses that will front Millo Fisher Road and East Campbellton Street / Highway 92. These homes will not have direct vehicular access to those roads, but to maintain the character of the area we are requesting the buffer be waived for these lots. We are proposing a 10' wide front building setback from these roads with sidewalks from the front of the houses connecting to the existing sidewalks along these roads.

CHECK ONE OF THE FOLLOWING REQUESTED VARIANCE TYPES IN SECTION II.

SECTION II VARIANCES REQUIRING PUBLIC HEARING BY THE PLANNING AND ZONING COMMISSION OR CITY COUNCIL

- ☐ 1) **PRIMARY VARIANCE:** Seeks relief from any provision in the Zoning Ordinance that is not being handled as a minor variance or administrative minor variance.
- ☐ 2) **SECONDARY VARIANCE:** Seeks relief from variance decisions and interpretations made by the zoning administrator or relief from minor variance or administrative minor variance requests.
- ☒ 2) **CONCURRENT VARIANCE:** Seeks relief from any provision in the Zoning Ordinance when filed simultaneously with a rezoning, use permit, or zoning modification request on the same property.

MINOR & ADMINISTRATIVE MINOR VARIANCES
[NO PUBLIC HEARING REQUIRED]

- ☐ 1) **MINOR VARIANCE:** Seeks relief from the minimum yard requirements, not to exceed 10% of required setback (example: 35-foot front yard = 3.5-foot variance)
- ☐ 2) **ADMINISTRATIVE MINOR VARIANCE:** Relief requiring 1 foot or less from required building setback

VARIANCE CONSIDERATIONS:

- 1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or
Approval of the variance request will be in harmony with the surrounding residential uses and will
maintain the character of the area

- 2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or

The property is irregularly shaped with a significant amount of frontage on existing roads. As such, we have
proposed to create a plan that fronts houses on the existing roads, creating a visually appealing streetscape.

- 3) Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

SECTION III LEGAL DESCRIPTION OF PROPERTY (Legal description/survey must match submitted site plan.)

SUBDIVISION _____ UNIT/PHASE: _____ LOT NO(S): _____
LAND LOT(S): 52 DISTRICT: 25th TAX ID: 09F100900520332, 09F100900520340,
09F100900520357, 09F100900520167
PROPERTY ADDRESS 0 & 241 East Campbellton Street

SECTION IV AUTHORITY TO PURSUE VARIANCE

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

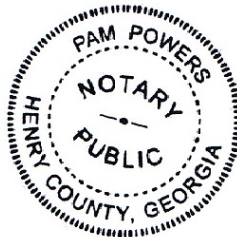
Part 1. OWNER INFORMATION

Owner states under an oath that he or she is the owner of the property described in the attached legal description. **[EACH OWNER'S SIGNATURE MUST BE NOTARIZED]**

Freedom Land Holdings, LLC
TYPE OR PRINT OWNER'S NAME
140 Village Circle
ADDRESS
Senoia, Georgia 30276
CITY, STATE & ZIP CODE
[Signature]
OWNER'S SIGNATURE
(404-) 725-2237
AREA CODE/ PHONE NUMBER
james.nicholson@jefflindseycommunities.com
EMAIL ADDRESS

Sworn to and subscribed before me this 30th day of

January 20 24
[Signature]
NOTARY PUBLIC



Part 2. APPLICANT INFORMATION

Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

Sworn to and subscribed before me this the

_____ Day of _____ 20____

NOTARY PUBLIC

PETITIONER'S SIGNATURE

PHONE NUMBER

EMAIL ADDRESS

V. ATTORNEY/AGENT INFORMATION

CHECK ONE: ☒ ATTORNEY ☐ AGENT

Steven L. Jones, Taylor English Duma LLP

TYPE OR PRINT ATTORNEY/AGENT NAME

1600 Parkwood Circle

ADDRESS

Atlanta, Georgia 30339

CITY, STATE & ZIP CODE

[404] 218-2756

AREA CODE/PHONE NUMBER

sjones@taylorenghish.com

EMAIL ADDRESS

/s/ Steven L. Jones

SIGNATURE OF ATTORNEY/AGENT

**LEGAL DESCRIPTION
ANDY ANDERSON, JR.
FINAL PLAT - OVERALL**

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 52 OF THE 9F DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 1.36 ACRES (59,042 SQ. FT.), AS SHOWN ON FINAL PLAT SURVEY FOR ANDY ANDERSON, JR., PREPARED BY MOORE BASS CONSULTING, INC., DATED NOVEMBER 6TH, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 1/2" REBAR SET AT INTERSECTING RIGHT-OF-WAY EASTERN MILO FISHER STREET (60' R/W) & WESTERN EAST CAMPBELLTON STREET (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY OF MILO FISHER STREET (60' R/W) THE FOLLOWING COURSES AND DISTANCES ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 90.01 FEET (SAID ARC HAVING A RADIUS OF 1889.38 FEET AND BEING SUBTENDED BY A CHORD BEARING S26°34'41"E, WITH A CHORD DISTANCE OF 90.00 FEET) TO A 1/2" REBAR SET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 53.74 FEET (SAID ARC HAVING A RADIUS OF 1889.38 FEET AND BEING SUBTENDED BY A CHORD BEARING S24°23'55"E, WITH A CHORD DISTANCE OF 53.73 FEET) TO A 1/2" REBAR WITH CAP FOUND; ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 36.29 FEET (SAID ARC HAVING A RADIUS OF 3523.05 FEET AND BEING SUBTENDED BY A CHORD BEARING S21°43'58"E, WITH A CHORD DISTANCE OF 36.29 FEET) TO A 1/2" REBAR SET; ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 102.67 FEET (SAID ARC HAVING A RADIUS OF 3523.05 FEET AND BEING SUBTENDED BY A CHORD BEARING S20°36'10"E, WITH A CHORD DISTANCE OF 102.67 FEET) TO A POINT; THENCE S19°52'40"E, A DISTANCE OF 118.02 FEET TO A POINT; THENCE S19°53'17"E, A DISTANCE OF 80.47 FEET TO A 1/2" REBAR WITH CAP FOUND; THENCE LEAVING SAID RIGHT-OF-WAY N57°36'47"W, A DISTANCE OF 196.73 FEET TO A POINT; THENCE N56°06'41"W, A DISTANCE OF 210.57 FEET TO A 1" OPEN TOP PIPE FOUND ON EASTERN RIGHT-OF-WAY OF MILO FISHER STREET (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES N38°01'19"E, A DISTANCE OF 50.08 FEET TO A POINT; THENCE N35°24'18"E, A DISTANCE OF 225.33 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE **TRUE POINT OF BEGINNING**.

Please return to:
Lawson, Beck & Sandlin, LLC
1125 Commerce Drive, Suite 300
Peachtree City, GA 30269
File # 22-LAW-1707

09F100900520035 & 09F100900520136

STATE OF GEORGIA
COUNTY OF FAYETTE

2

LIMITED WARRANTY DEED

THIS INDENTURE made this 27th day of January, 2023 between

Andy Anderson, Jr. and Robin Anderson

as party or parties of the first part, hereinafter called Grantor, and

Freedom Builders, Inc.

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 DOLLARS and other good and valuable consideration (\$10.00) 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, the following described property:

All that tract or parcel of land lying and being in Land Lot 52 of the 9th District of Fulton County, Georgia, being Lots 1, 2, and 3 as shown on Final Plat for Andy Anderson, Jr, prepared by Moore Bass Consulting, Inc., dated 7/21/2022, and recorded in Plat Book 455, Page 124, Fulton County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

Subject to restrictive covenants and easements 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.

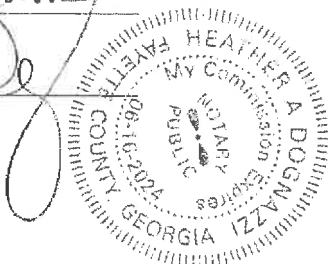
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by through or under Grantor.

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

Signed, Sealed and delivered in the presence of:

Emery Blank
Unofficial Witness

[Signature]
Notary Public



[Signature]
Andy Anderson, Jr.
[Signature]
Robin Anderson

COLLINS & JONES, LLC
Attorneys-at-law
7 West Broad Street
Fairburn, Georgia 30213

Deed Book 36409 Pg 80
Filed and Recorded Nov-03-2003 02:28pm
2003-0378746
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

WARRANTY DEED

GEORGIA, FULTON COUNTY

IN INDENTURE, made the 15th day of October, 2003, between **WILDWOOD RECREATION CLUB, INC.** of the State of Georgia and County of Fulton of the first part and **LANDMARK CHRISTIAN SCHOOL, INC.** of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of **TEN DOLLARS AND OTHER 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 and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part and further assigns, all that tract of parcel of land lying and being in the City of Fairburn and in Land Lot 52 of the 9th District of originally Fayette, then Campbell, now Fulton County, Georgia, and more particularly described as follows:

BEGINNING at the intersection of the Southwestern side of Spence Road and the Southwestern side of Malone Street (unopened); thence running Southeasterly along the Southwestern side of Spence Road three hundred fifty-nine (359) feet to property of Crawford; thence South 66 degrees West along the line of the Crawford property three hundred fifty-three (353) feet to an iron pin on the South line of said Land Lot 52; thence West along the South line of said Land Lot one hundred ninety-nine (199) feet to an iron pin at the property line of Milo Fisher; thence North 35 degrees East along the Fisher property two hundred twenty-one (221) feet to a point on the Northeastern side of Church Street (unopened); said point being marked by an iron pin; thence North 58 degrees along the northeastern side of Church Street two hundred twenty-eight (228) feet to an iron pin; thence north 35 degrees, east along the property of Lige Sims and Howard Arnold four hundred (400) feet to the southwestern side of Malone Street (unopened); thence south 58 degrees east along the southwestern side of Malone Street two hundred fifty (250) feet to Spence Road at the point of beginning, according to plat of survey made by J. O. Lee, Surveyor, in February, 1956.

This property being the same property that is identified in Deed Book 4438 Page 496 Fulton County land records.

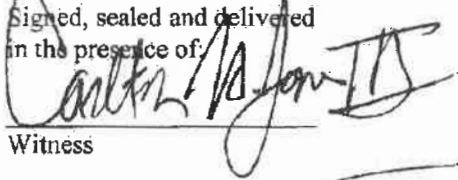
TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, and benefit of **LANDMARK CHRISTIAN SCHOOL, INC.** of the second part and assigns forever, **IN FEE SIMPLE.**

LINK 2

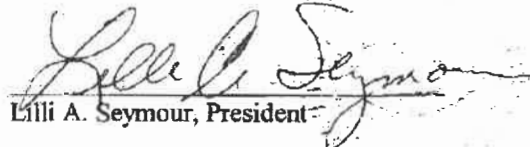
And the said party of the first part, for any executors and administrators will warrant and forever defend the right and title of the above described property unto the said party of the second part, and its successors and assigns, against the lawful claims of all persons whomever.

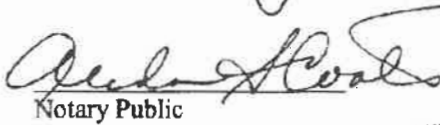
IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand pursuant to a corporate resolution and affixed the seal of **WILDWOOD RECREATION CLUB, INC.** the day and year above written above.

Signed, sealed and delivered
in the presence of:


Witness

WILDWOOD RECREATION CLUB, INC.


Lilli A. Seymour, President


Notary Public

My Commission Expires:-



Deed Book 36409 Pg. 81
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia



Planning • Engineering Design • Environmental Permitting • Land Development Consulting • Land Surveying

November 6, 2023

Denise Brookins
Director of Planning and Zoning
City of Fairburn
Community Development Department, Office of Planning and Zoning
26 W. Campbellton Street
Fairburn, GA 30213

RE: Landmark Village – Letter of Intent
Parcel #'s 09F100900520332, 09F100900520340, 09F100900520357, 09F100900520167

Dear Denise:

Please allow this letter to serve as the required "Letter of Intent" for the rezoning of the above referenced tracts of land in Fairburn, Georgia.

The subject properties consist of 6.3 acres of land, comprising of 3 parcels of land. The properties have frontage on Milo Fisher Road and Highway 92 / East Campbellton Street.

The proposed intent is to rezone the property from AG-1 and R-3 to R-CT for the development of 42 fee-simple townhomes. The townhome units are proposed to be a minimum of 30' wide each, with a minimum of 25' between buildings. Units that front the existing roads are proposed to be accessed via rear alleys, which will eliminate the need for driveways on the existing roads. This will create a visually appealing streetscape along the two roadways and will provide convenient pedestrian access to the adjacent sidewalk network. For rear-accessed units, we are proposing a front setback of 10' from the existing rights-of-way of Highway 92 and Milo Fisher Road. The remaining units will be accessed by a new public road, which will connect to Highway 92 at the Poplar Street intersection.

The R-CT district requires a minimum of 20% of the site be preserved as open space, with at least 10% being located out of proposed stormwater ponds. The proposed plan preserves approximately 33% of the site as open space, 25% of which is located outside of stormwater areas.

We believe the proposed request will support the need for housing in this area and could offer convenient living opportunities for surrounding employment centers such as Landmark Christian School.

I trust this letter along with the information included in the submittal package provides you with the details needed to evaluate the proposed request. Should you have any questions or require any additional information, please do not hesitate to call me at (770) 914-9394.

Sincerely,

Moore Bass Consulting, Inc.

A handwritten signature in black ink, appearing to be 'SD Moore', with a long horizontal line extending to the right.

Stephen D. Moore

BOUNDARY SURVEY FOR:
FREEDOM BUILDERS, INC
LOT 52 OF THE 25TH DISTRICT
FULTON COUNTY, GEORGIA

THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT
RECORDING INFORMATION.

REFERENCES

1. DEED RECORDED IN DEED BOOK 59492, PAGE 501-502 PER FULTON COUNTY RECORDS.
2. DEED RECORDED IN DEED BOOK 62994, PAGE 422-423 PER FULTON COUNTY RECORDS.
3. DEED RECORDED IN DEED BOOK 65416, PAGE 1-4 PER FULTON COUNTY RECORDS.
4. DEED RECORDED IN DEED BOOK 55274, PAGE 687-688 PER FULTON COUNTY RECORDS.
5. DEED RECORDED IN DEED BOOK 66507, PAGE 161 PER FULTON COUNTY RECORDS.

FLOOD NOTE

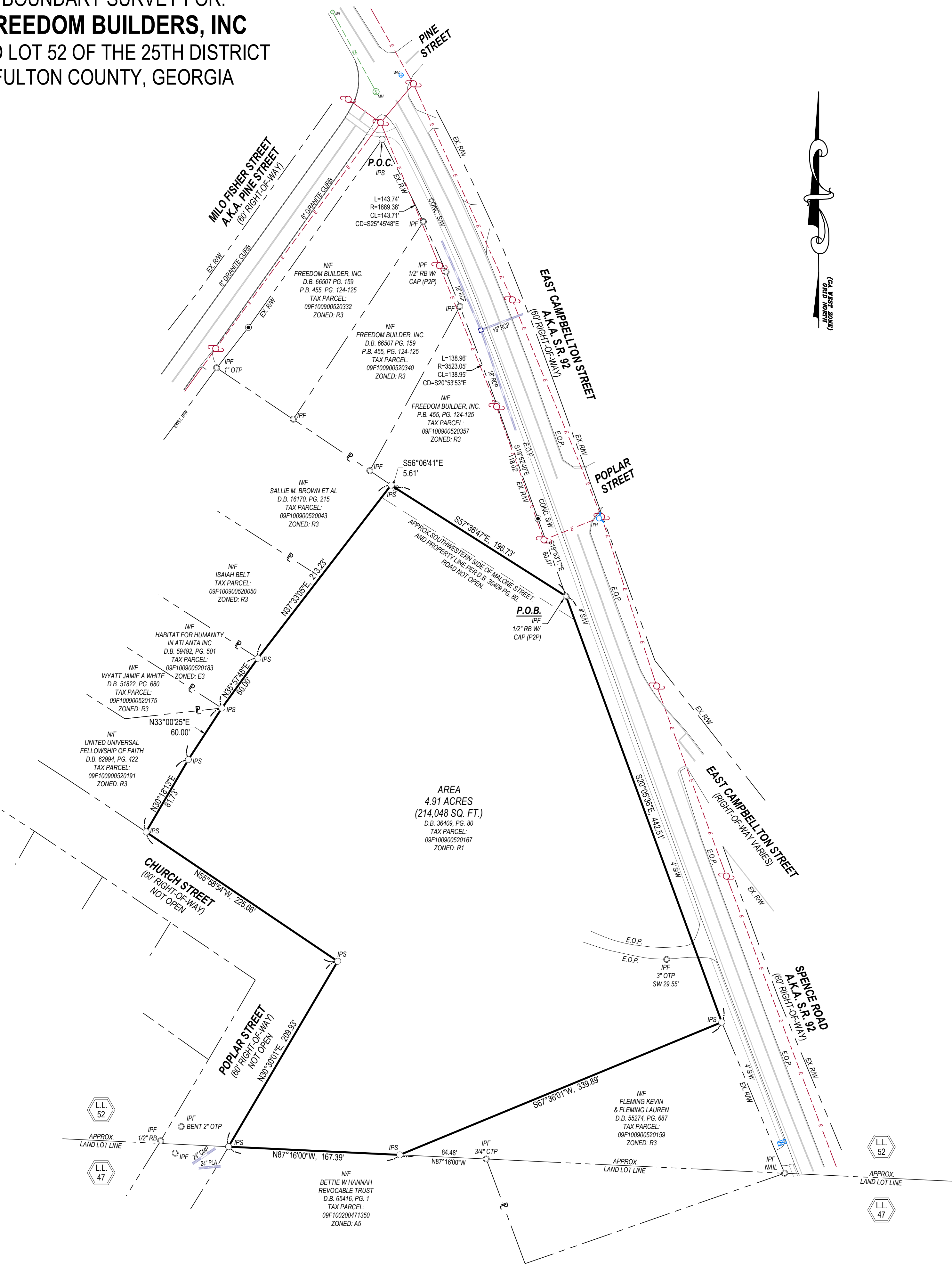
AS SHOWN ON FLOOD INSURANCE RATE MAPS OF FULTON COUNTY, GEORGIA COMMUNITY
PANEL NUMBER: 13121C0462F EFFECTIVE DATE SEPTEMBER 18TH, 2013, THIS PROPERTY IS NOT LOCATED IN A FEMA
FLOOD HAZARD ZONE.

SURVEY NOTES

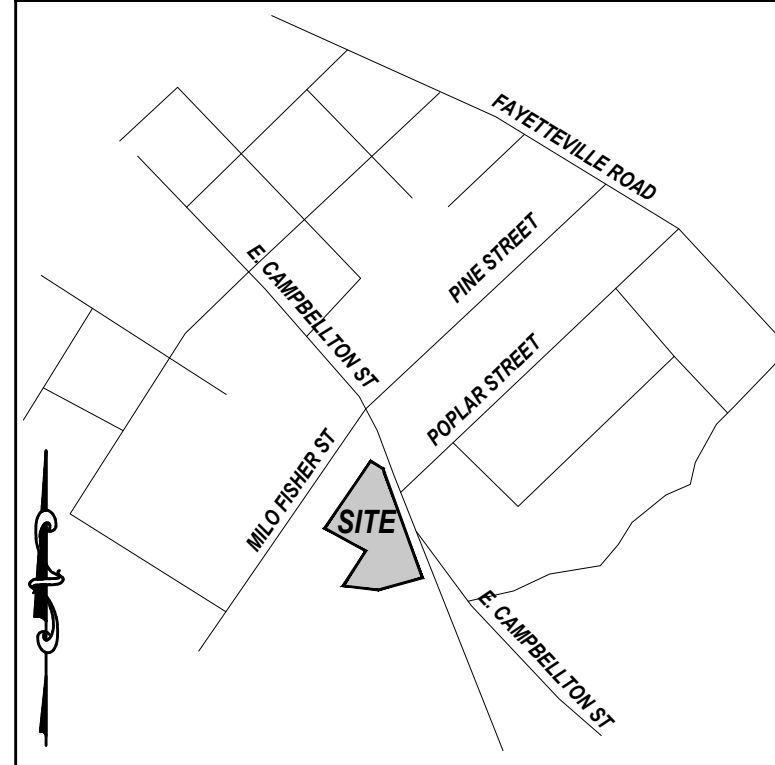
1. NO U.S.G. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
2. ALL PROPERTY CORNERS REFERENCED AS I.P.S. INDICATES A 1/2" REBAR PLACED WCAP LSF 001179 UNLESS OTHERWISE NOTED.
3. MOORE BASS CONSULTING AND/OR ROBERT J. DEBIEN DO NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
4. THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT CONSIDERED A CERTIFIED VAIL DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED, SIGNED, AND DATED BY ROBERT J. DEBIEN IN CONTRASTING COLOR OF INK PER O.C.G.S. 45-15-22.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.
6. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR ENTITY NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS.
7. THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC DISTANCE MEASURING DEVICES AND THE ADVENT OF SURVEY GRADE GPS, MEASUREMENT EQUIPMENT.
8. THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM (N.A.D.) OF 1983 (94% ADJUSTMENT) FOR HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988 FOR THE VERTICAL DATUM. THE USE OF GPS SURVEY MEASURING TECHNIQUES WERE USED FOR THESE DATUMS AND BASED ON THE POSITIONAL VALUES FOR THE VERTICAL REFERENCE STATION NETWORK DEVELOPED BY EGPS SOLUTIONS. THE ORTHOMETRIC HEIGHTS WERE DERIVED USING THE GEOID A12.
9. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL, GROUND DISTANCES UNLESS OTHERWISE NOTED.
10. UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.
11. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 124,780 FEET. AND AN ANGULAR ERROR OF 02" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
12. THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 227,664 FEET. THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.
13. ALL LOTS OR PARCELS STATION AND CORNER BREAK ANGLES AND ANGULAR MEASUREMENTS WERE OBTAINED USING A TRIMBLE ROBOTIC TOTAL STATION & CARLSON BRK7 GPS UNIT. THE FIELDWORK WAS COMPLETED WINTER 2, 2023 ON THIS PROJECT.

LEGEND

D.B.	DEED BOOK	E.O.P.	EDGE OF PAVEMENT
D.B.	DEED BOOK	F.I.	FIRE HYDRANT
P.B.	PAGE	L.	LINE LABEL
LL	LAND LOT	N.F.	NOW OR FORMERLY
OT.P	OPEN TOP PIPE	PKS	PK MILE SET
RB	REBAR	S.S.E.	SANITARY SEWER EASEMENT
IPF	IRON PIN FOUND	U	UTILITY EASEMENT
IPF	1/2" REBAR W/ LSF 001179	REF	REFERENCE
CTP	CRIMP TOP PIPE	CO	SEWER CLEAN OUT
CAG	CURB & GUTTER	SQ. FT.	SQUARE FOOT
WV	WRIGHT OF WAY	FEET	FEET
NG	NOW OR FORMERLY	IRON	IRON FOUND (IPF)
E	OVERHEAD POWER LINE	IRON SET (IPS)	IRON SET (IPS)
SSW	DISBURGATED WATER PIPE	CA	CALCULATED POINT
SMF	STORMWATER MANAGEMENT FACILITY	PP	POWER POLE (PP)
T.B.	TEMPORARY BENCHMARK	F.I.	FIRE HYDRANT (FH)
P.O.C.	POINT OF BEGINNING	WV	WATER VALVE (WV)
P.O.C.	POINT OF COMMENCEMENT	WM	WATER METER (WM)
P.C.	PRESTRESSED CONCRETE PIPE	JUNCTION (JB)	JUNCTION (JB)
DIC	DUCTILE IRON PIPE	SSMH	SANITARY SEWER MANHOLE (SSMH)
PVC	POLYVINYL CHLORIDE PIPE	DRO	DRAIN (D)
PVC	POLYETHYLENE PIPE	CON	CONCRETE RAW MANHOLE DRAIN (CMF)
P	PROPERTY LINE	W/C	DOUBLE WING CATCH BASIN (W/C)
C	CENTERLINE	DW/CB	SINGLE WING CATCH BASIN (DW/CB)
IC	IDENTIFICATION	CURB	CURB (C)
B.S.L.	BUILDING SETBACK LINE	HEADWALL	HEADWALL (HW)
B.O.C.	BACK OF CURB	FES	FLARED END SECTION (FES)
C	CURB INLET	LP	LIGHT POST (LP)
C	CURB INLET	Y	YARD INLET (Y)
D.E	DRAINAGE EASEMENT	SE	SEWER CLEAN OUT (CO)
		AREA	AREA (A)



VICINITY MAP (NOT TO SCALE)



GEORGIA SURVEY CERTIFICATE

THIS PLAT IS A RETRACTION OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE. THE PLAT IS PART OF A SET OF PLATS AND LAND SURVEYOR CERTIFIES THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Robert J. Kline

ROBERT J. DEBIEN
REGISTERED GEORGIA LAND SURVEYOR NO. 2964 (rdebien@moorebass.com)
MOORE BASS CONSULTING, INC.
1350 KEYS FERRY CT, MCDONOUGH, GEORGIA 30253
CERTIFICATE OF AUTHORIZATION NO. LSF-0001179

DATE: 1/6/23

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



**Moore Bass
Consulting, Inc.**

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

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

LANDMARK VILLAGE
ULTON COUNTY, GEORGIA

JEFF LINDSEY COMMUNITIES
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276

PROJECT NAME

CLIENT NAME

[illegible]

A2431.0092-BNDRY

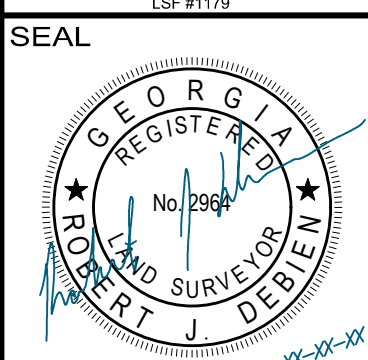
DATE 11-6-2023

CONTRACT #	A2431.0092
------------	------------

DRAWN BY RJD, DC

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

1350 KEYS FERRY COUR
McDONOUGH, GA 30253
LOE 44470



SHEET TITLE

BOUNDARY SURVEY

SHEET

1 OF 1

**LEGAL DESCRIPTION
ANDY ANDERSON, JR.
FINAL PLAT - OVERALL**

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 52 OF THE 9F DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 1.36 ACRES (59,042 SQ. FT.), AS SHOWN ON FINAL PLAT SURVEY FOR ANDY ANDERSON, JR., PREPARED BY MOORE BASS CONSULTING, INC., DATED NOVEMBER 6TH, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 1/2" REBAR SET AT INTERSECTING RIGHT-OF-WAY EASTERN MILO FISHER STREET (60' R/W) & WESTERN EAST CAMPBELLTON STREET (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY OF MILO FISHER STREET (60' R/W) THE FOLLOWING COURSES AND DISTANCES ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 90.01 FEET (SAID ARC HAVING A RADIUS OF 1889.38 FEET AND BEING SUBTENDED BY A CHORD BEARING S26°34'41"E, WITH A CHORD DISTANCE OF 90.00 FEET) TO A 1/2" REBAR SET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 53.74 FEET (SAID ARC HAVING A RADIUS OF 1889.38 FEET AND BEING SUBTENDED BY A CHORD BEARING S24°23'55"E, WITH A CHORD DISTANCE OF 53.73 FEET) TO A 1/2" REBAR WITH CAP FOUND; ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 36.29 FEET (SAID ARC HAVING A RADIUS OF 3523.05 FEET AND BEING SUBTENDED BY A CHORD BEARING S21°43'58"E, WITH A CHORD DISTANCE OF 36.29 FEET) TO A 1/2" REBAR SET; ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 102.67 FEET (SAID ARC HAVING A RADIUS OF 3523.05 FEET AND BEING SUBTENDED BY A CHORD BEARING S20°36'10"E, WITH A CHORD DISTANCE OF 102.67 FEET) TO A POINT; THENCE S19°52'40"E, A DISTANCE OF 118.02 FEET TO A POINT; THENCE S19°53'17"E, A DISTANCE OF 80.47 FEET TO A 1/2" REBAR WITH CAP FOUND; THENCE LEAVING SAID RIGHT-OF-WAY N57°36'47"W, A DISTANCE OF 196.73 FEET TO A POINT; THENCE N56°06'41"W, A DISTANCE OF 210.57 FEET TO A 1" OPEN TOP PIPE FOUND ON EASTERN RIGHT-OF-WAY OF MILO FISHER STREET (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES N38°01'19"E, A DISTANCE OF 50.08 FEET TO A POINT; THENCE N35°24'18"E, A DISTANCE OF 225.33 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE **TRUE POINT OF BEGINNING**.

GENERAL MATTERS SPEAKER CARD		(please print clearly)		Date: <u>6 Aug 24</u>	
Presiding Officer: I would like to speak regarding the following item...					
Agenda Item & Page Number (motion, resolution, ordinance, order of business or report):					
<u>up coming town houses</u>					
Name: <u>ERNIE BROOKS</u>		Support ☐		Oppose ☒	
Address: <u>33 Cole St Fairbairn</u>		Info. Only ☐			
Representing: <u>Self</u>					
Remarks: <u>Ernie Brooks</u>					
Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance					

Response Letter for Zoning Case (Poplar Commons/Landmark)

Persons wanting more information should contact the Planning Department at 770-964-2244, ext 120

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

We need higher-quality ^{development} in Fairburn — especially in downtown! This developer has proven to cut corners at every turn and their plans for this project are nothing but suburban sprawl without any value to ^{our} downtown.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Noah Ballard

Name (Please Print)

noahbryantballard@gmail

Email

08/06/2024

Date

Signature

504 Willow Creek Rd

Address

Fairburn, GA 30213

For questions and the latest information and details contact us at 770-964-2244, ext 120 and ask to speak to the case Planning Director Denise Brookins.

Response Letter for Zoning Case (Poplar Commons/Landmark)

Persons wanting more information should contact the Planning Department at 770-964-2244, ext 120

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Our home and property is directly across the street
Density is way too much for this area, going
totally against the neighborhood currently. It
will ~~be~~ be a problem especially for
existing sewage system and traffic.
We own over 4 acres across Hwy 92 (Pines)
which we have chosen to currently not develop
because of the impact on our lovely community.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Linda & Tony Scharko

Name (Please Print)

Signature

Email

Date

Address

For questions and the latest information and details contact us at 770-964-2244, ext 120 and ask to speak to the case Planning Director Denise Brookins.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance to Amend Occupation Taxes and Regulatory Fees

ITEM TYPE: Ordinance

SUBMITTED: 10/08/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 10/14/2024

DEPARTMENT: Finance

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

To update and modify the City's occupation tax, limiting the total amount of tax that may be imposed and collected from a business to \$50,000.

HISTORY:

The City's current ordinance providing for the imposition, assessment and collection of occupation taxes and regulatory fees and related matters was adopted on December 9, 2013. The Mayor and Council have determined that it is necessary from time to time to update the City Code in order to align with current conditions, address existing needs, and comport with recent changes to state law.

FACTS AND ISSUES:

A survey of similarly-situated local governments in the metropolitan areas surrounding the City revealed that the City's absolute dollar amount limitation of \$15,000 is significantly low.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of an ordinance to amend Chapter 14 (Business Regulation and Taxation), Article II (Occupation Taxes) of the Code of Ordinances of Fairburn, Georgia, to modify and provide certain exemptions and exceptions to occupation taxes and regulatory fees; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

ATTACHMENTS:

1. Ordinance to Amend Ch. 14 re Exemption to Occupation Tax_final_10.14.24

1 STATE OF GEORGIA

ORDINANCE NO: _____

2 COUNTY OF FULTON

3
4 **AN ORDINANCE TO AMEND CHAPTER 14 (BUSINESS REGULATION AND**
5 **TAXATION), ARTICLE II (OCCUPATION TAXES) OF THE CODE OF ORDINANCES**
6 **OF FAIRBURN, GEORGIA, TO MODIFY AND PROVIDE CERTAIN EXEMPTIONS**
7 **AND EXCEPTIONS TO OCCUPATION TAXES AND REGULATORY FEES; TO**
8 **PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO**
9 **PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

10
11 **WHEREAS**, the Mayor and Council, as the duly elected governing body of the City of Fairburn
12 (the “City”), is authorized by Article 1 of Chapter 13 of Title 48 of the Official Code of Georgia
13 Annotated to enact and enforce ordinances providing for the imposition and collection of
14 occupation taxes and regulatory fees upon certain businesses and practitioners of professions and
15 occupations; and

16
17 **WHEREAS**, the City’s current ordinance providing for the imposition, assessment and collection
18 of occupation taxes and regulatory fees and related matters, codified as Chapter 14, Article II,
19 Sections 14-21 through 14-51 of the Code of Ordinances of Fairburn, Georgia (the “City Code”),
20 was adopted on December 9, 2013; and

21
22 **WHEREAS**, the Mayor and Council have determined that it is necessary from time to time to
23 update the City Code in order to align with current conditions, address existing needs, and comport
24 with recent changes to state law; and

25
26 **WHEREAS**, Section 14-26 of the City Code includes an exemption from the City’s occupation
27 tax, limiting the total amount of tax that may be imposed and collected from a business to \$15,000;
28 and

29
30 **WHEREAS**, a survey of similarly-situated local governments in the metropolitan areas
31 surrounding the City reveal that the City’s absolute dollar amount limitation of \$15,000 is
32 significantly low; and

33
34 **WHEREAS**, the City wishes to update and modify the foregoing exemption set forth in Section
35 14-26 of the City Code; and

36
37 **WHEREAS**, the City also wishes to modify Section 14-25 of the City Code to comport with recent
38 amendments to state law; and

39
40 **WHEREAS**, in accordance with O.C.G.A. § 48-13-6, a public hearing was held on this Ordinance
41 prior to its adoption; and

42
43 **WHEREAS**, the Mayor and Council in the exercise of their sound judgment and discretion and in
44 consultation with staff, and after conducting a public hearing and giving consideration to all
45 matters involved, have determined that this Ordinance is in the best interests of the citizens of the
46 City.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FAIRBURN, that the Code of Ordinances of Fairburn, Georgia, is amended as follows:

Section 1. Paragraph (d) of Section 14-25 of the Code of Ordinances of Fairburn, Georgia, is hereby amended by deleting subparagraphs (16) and (37), and designating each said subparagraph as “[Reserved]”; and

Section 2. Section 14-26 of the Code of Ordinances of Fairburn, Georgia, is hereby deleted in its entirety and replaced by the following new Section 14-26:

Sec. 14-26. Occupation tax levied; restrictions.

- (a) *Levy.* An occupation tax shall be levied upon those businesses and practitioners of professions and occupations with one or more locations or offices in the corporate limits of the city and upon the applicable out-of-state businesses with no location or office in the state pursuant to O.C.G.A. § 48-13-7, based upon gross receipts of the business or practitioner in combination with the profitability ratio for the type of business, profession, or occupation as measured by nationwide averages derived from statistics, classifications, or other information published by the U.S. Office of Management and Budget, the U.S. Internal Revenue Service, or successor agencies of the United States. Each type of business shall be assigned to a profit class based on the profitability ratio for that business type. The occupation tax class table ranges below are based on the North American Industry Classification System (NAICS) code of the business. The occupation tax rate levied will be based on the profit class of the dominant line of business as defined by the NAICS. A listing of businesses and their assigned tax classes along with a list of the NAICS codes applicable to each business is available for inspection in the city clerk's office during regular business hours.
- (b) *Occupation tax schedule.* The tax rate determined by profitability ratios in combination with gross receipts for each business, trade, profession, or occupation shall be as follows and will be developed and updated from time to time by the city administrator:

Profitability Ratio/Tax Class	Tax Rate on Gross Receipts
1	0.00060
2	0.00072
3	0.00084
4	0.00096
5	0.00108
6	0.00120

- (c) *Other restrictions and regulations.*

- 82
- 83 (1) No business or practitioner shall be required to pay more than one occupation tax
- 84 for each of its locations.
- 85 (2) No occupation tax will be required upon more than 100 percent of a business's
- 86 gross receipts.
- 87 (3) No occupation tax will be required on gross receipts on which such tax has been
- 88 levied in other localities or states when proof of payment is provided to the city.
- 89 (4) An occupation tax shall be required from real estate brokers, agents, or companies
- 90 whose offices are located outside the city and who sell property inside the city.
- 91 (5) An occupation tax shall not be levied on the businesses that this article applies in
- 92 any other manner except as described in this article.
- 93 (6) Out-of-state businesses with no location in Georgia shall be assessed occupation
- 94 taxes based on the gross receipts of the business as defined in O.C.G.A. § 48-13-
- 95 7 (see the definition of "gross receipts," in section 14-23(2)) which are reasonably
- 96 attributed to sales or services in the state.
- 97 (7) There shall be a maximum tax liability of \$50,000.00 per business.
- 98 (8) The mayor and council may, by this article or subsequent ordinance or resolution,
- 99 provide for an exemption or reduction in occupation tax to one or more types of
- 100 businesses or practitioners of occupations or professions as part of a plan for
- 101 economic development or attracting or encouraging selected types of businesses
- 102 or practitioners of selected occupations or professions. Any such plan may be
- 103 designed to attract development to a particular area in the city or to the city at
- 104 large. Such exemptions or reductions in occupation tax shall not be arbitrary or
- 105 capricious.
- 106 (9) Occupation tax certificates issued hereunder shall not be transferrable. A transfer
- 107 of ownership shall be considered as a termination of such business or occupation
- 108 and the establishment of a new business; therefore, a new occupation tax
- 109 certificate shall be required for the new owner of the business.
- 110 (10) No occupation tax, regulatory fee, or administrative fee may be assessed on any
- 111 state or local authority, nonprofit organization, or vendor operating under a
- 112 contract with a tax-exempt agricultural fair.
- 113 (11) All persons, partnerships, corporations or other entities exempt from paying the
- 114 occupation tax shall obtain an occupation tax exemption certificate.
- 115 (12) The city shall not require the payment of a fee by whatever name in any amount
- 116 by a business or practitioner for the cost of ascertaining whether such a business
- 117 or practitioner has paid an occupation tax to another local government.
- 118

119 **Section 3.** In the event that any phrase, clause, sentence, paragraph or section of this

120 Ordinance shall be declared invalid or unconstitutional, such adjudication shall in no manner affect

121 the previously existing provisions of the other sections, subsections, sentences, clauses or phrases

122 of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence,

123 clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part

124 thereof. The City Council declares that it would have passed the remaining parts of this Ordinance

or retained the previously existing Ordinance if it had known that such part or parts would be declared or adjudicated invalid or unconstitutional.

Section 4. This Ordinance shall become effective immediately upon signature by the Mayor.

Section 5. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Adopted this ____ day of _____, 2024.

Mario B. Avery, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

(SEAL)



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Flock Safety - Real Time Crime Center

ITEM TYPE: Contract

SUBMITTED: 09/20/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 10/14/2024

DEPARTMENT: Police

BUDGET IMPACT: \$37,378

PUBLIC HEARING: No

PURPOSE:

To implement a new technology-driven investigative resource, known as the Real Time Crime Center. This enhancement to the Police Department will build a foundation for a specialty unit that capitalizes on technology in order to provide efficient and effective policing.

HISTORY:

The City of Fairburn has an existing contract with Flock Safety, which provides a handful of license plate reader (LPR) cameras throughout the city. These cameras have helped identify vehicles that enter the City to conduct unlawful activities, resulting in the arrest of many wanted persons, recovery of stolen vehicles, location of critical missing persons, and the prevention of additional serious crimes.

In recent years, agencies have begun implementing Real Time Crime Centers to assist with investigations and assist officers responding to calls-for-service in areas where cameras are positioned. The annual cost to maintain the current array of LPR cameras is \$35,000. The approval of this contract for the Real Time Crime Center will increase the annual cost to just under \$70,000.

FACTS AND ISSUES:

The approval of this contract will include the computer operating system, the installation of six (6) Condor cameras, which are a live feed (and recorded) 360-degree camera system, and one (1) Falcon Long Range LPR that will be placed on a highly traveled roadway. The contract also includes the community outreach feature to allow communities/citizens to register their security systems, for investigative purposes only.

FUNDING SOURCE:

Other Contract Service: 100-3200-52-3900

RECOMMENDED ACTION:

Request Mayor and Council approval to execute the Flock Safety contract for the implementation of a Real Time Crime Center in the amount of \$37,378 for FY25.

ATTACHMENTS:

1. Flock SafetyCity of Fairburn MSA
2. Flock Fairburn RTCC Order Form
3. Fairburn Affidavit E-Verify Flock
4. Flock SafetyCity of Fairburn MSA-redline_final_10.14.24

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The Initial Term of this Agreement shall be for the period of time set forth on the Order Form (the “Initial Term”) and shall terminate absolutely and without further obligation on the part of the Customer at the close of the fiscal year in which it is executed (the “Initial Term”) and at the close of each succeeding fiscal year for which it may be renewed; provided, however, that this Agreement will automatically renew for two (2) additional one (1) year terms (each a “Renewal Term” and together with the “Initial Term”, the “Term”), unless either party provides at least thirty (30) days’ written notice of its intent not to renew the Agreement to the other party prior to the start of any Renewal Term. Notwithstanding the foregoing, Flock acknowledges that any potential expenditure for this Agreement outside the then current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the Customer. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Customer under this Agreement.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days' prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), which is incorporated herein by this reference. In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C, and incorporated herein by this reference. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: City of Fairburn, 314 NW Broad Street, Fairburn, GA 30213

ATTN: Tony M. Phillips, CPM, City Administrator

EMAIL: tphillips@fairburn.com

With a copy to:

The Starkey Law Group

561 Thornton Road, Suite G

Lithia Springs, GA 30122

Attn: Rory K. Starkey, Fairburn City Attorney

Email: rkstarkeygovtlaw@starkeylawgroup.com

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year indicated next to their signatures.

FLOCK GROUP, INC.

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____

By: _____
Tony Phillips, City Administrator

Name: _____

Date: _____, 2024

Title: _____

Attest: _____
Brenda B. James, City Clerk

[CORPORATE SEAL]

Date: _____, 2024

[SEAL]

Approved as to form:

Rory K. Starkey, City Attorney

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Flock Safety + GA - Fairburn PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Scott Keller
scott.keller@flocksafety.com
404-585-7268



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	GA - Fairburn PD	Initial Term:	12 Months
Legal Entity Name:	GA - Fairburn PD	Renewal Term:	24 Months
Accounts Payable Email:	eeiswerth@fairburn.com	Payment Terms:	Net 30
Address:	Attn: Accounts Payable	Billing Frequency:	Annual Plan - Invoiced at the end of the pilot period.
	56 Malone Street Fairburn, Georgia 30213	Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$32,228.00
Flock Safety Flock OS			
FlockOS® Advanced Package	Included	1	Included
Flock Safety LPR Products			
Solar Falcon ® LR	Included	1	Included
Flock Safety Video Products			
Flock Safety Condor™ PTZ w/ LTE Service	Included	6	Included
Flock Safety Wing™ Gateway - 16 Streams	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Condor Professional Services - Standard Implementation Fee	\$750.00	6	\$4,500.00
Professional Services - Wing Gateway Implementation Fee	\$500.00	1	\$500.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00

Subtotal Year 1:	\$37,378.00
Annual Recurring Subtotal:	\$32,228.00
Estimated Tax:	\$0.00
Contract Total:	\$37,378.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At PPI End Date	\$37,378.00
Annual Recurring after Year 1	\$32,228.00
Contract Total	\$37,378.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	The FlockOS® Map is powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data.
Axon BWC (Body Worn Camera) Locations	Locate patrol officers and their BWC device statuses in one unified map view, optimizing coordination and response times.
Map PDF Attachments	
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - Fairburn PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



**SUBCONSTRUCTOR GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: Flock Group Inc. d/b/a Flock Safety

Address: 1170 Howell Mill Road NW, #210, Atlanta, GA 30318

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

1433513
E Verify™ Company Identification Number

JULY 23, 2019
Date of Authorization

Mark Smith, General Counsel
BY: Authorized Officer or Agent

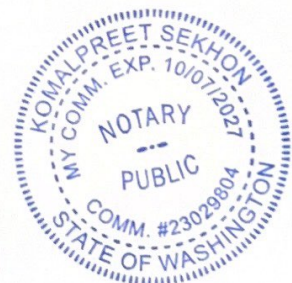
3 OCTOBER 2024
Date (Name of Person or Entity)

SUBSCRIBED AND
SWORN BEFORE ME
ON THIS THE

3 DAY OF OCTOBER, 2024

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 10/07/2027

* Or any subsequent replacement operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant

to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.⁻

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty- (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and⁻

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).⁻

¹.⁻

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 ~~1.1~~ “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 ~~1.2~~ “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.-

1.3 ~~1.3~~ “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 ~~1.4~~ “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.-

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 ~~1.6~~ “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 ~~1.7~~ “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.-

1.8 ~~1.8~~ “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 ~~1.9~~ “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 ~~1.10~~ “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.-

~~1.11~~

1.11 ~~1.12~~ **“Footage”** means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.-

1.12 ~~1.13~~ **“Installation Services”** means the services provided by Flock for installation of Flock Services.

1.13 ~~1.14~~ **“Permitted Purpose”** means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 ~~1.15~~ **“Retention Period”** means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty- (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 ~~1.16~~ **“Term”** means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 ~~1.17~~ **“Web Interface”** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

| 2.

2. SERVICES AND SUPPORT

~~2.1~~ **2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with-

such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).-

~~2.2~~ **2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

~~2.3~~ **2.3 Support Services.**- Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ~~"Support Services"~~). ~~"Support Services"~~); ~~2.4~~

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

~~2.5~~ **2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for-

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 ~~2.6~~ Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 ~~2.7~~ Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

~~3.~~

3. CUSTOMER OBLIGATIONS

~~3.1~~

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.—

4. 4. DATA USE AND LICENSING—

4.1 4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,—

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***“Customer Generated Data”***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

~~4.3~~ **4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

~~5.~~

5. CONFIDENTIALITY; DISCLOSURES

~~5.1~~

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the ***“Receiving Party”***) understands that the other Party (the ***“Disclosing Party”***) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as ***“Proprietary Information”*** of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the-

foregoing shall not apply with respect to any information that the Receiving Party can document- (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 ~~5.2~~ Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 ~~5.3~~ Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or-

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

~~6.~~

6. PAYMENT OF FEES

~~6.1~~

6.1 **Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.-

6.2 ~~6.2~~ **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 ~~6.3~~ **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. -If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be ~~invoicee~~invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.-

~~7.~~

7. TERM AND TERMINATION

~~7.1~~

7.1 Term. The ~~initial term~~Initial Term of this Agreement shall be for the period of time set forth on the Order Form (the “~~Term~~”). ~~Unless otherwise indicated on the Order Form, the Initial Term”) and shall commence upon first installation~~terminate absolutely and without further obligation on the part of Flock Hardware, as applicable. Following the Customer at the Term, unless otherwise indicated on the Order Form, close of the fiscal year in which it is executed (the “Initial Term”) and at the close of each succeeding fiscal year for which it may be renewed; provided, however, that this Agreement will automatically renew for ~~succcessive renewal~~two (2) additional one (1) year terms of the greater of one year or the length set forth on the Order Form (each, ~~each~~a “Renewal Term”)” and together with the “Initial Term”, the “Term”), unless either Party gives the other Party notice of non-renewal~~party provides~~ at least thirty (30) ~~days~~days’ written notice of its intent not to renew the Agreement to the other party prior to the ~~end~~start of any Renewal Term. Notwithstanding the foregoing, Flock acknowledges that any potential expenditure for this Agreement outside the then- current ~~term~~fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the Customer. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Customer under this Agreement.

7.2 ~~7.2~~ **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware ~~at~~within a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) ~~days~~days’ prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 ~~7.3~~ **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

| 8.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

~~8.1~~

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “Defect”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 ~~8.2~~ **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), which is incorporated herein by this reference. In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.-

8.3 ~~8.3~~ **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.-

8.4 ~~8.4~~ **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A-

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

~~8.5~~ **8.5 Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

~~8.6~~ **8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

~~9.~~

9. **LIMITATION OF LIABILITY; INDEMNITY**

~~9.1~~

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA;- (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION-

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 ~~9.2~~ **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.-

9.3 ~~9.3~~ **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. ~~10.~~ **INSTALLATION SERVICES AND OBLIGATIONS**

10.1 ~~10.1~~ **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's-

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 ~~10.2~~ **Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and- implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 ~~10.3~~ **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.-

10.4 ~~10.4~~ **Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C~~7~~2 and incorporated herein by this reference. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.-

10.5 ~~10.5~~ **Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.-

~~11.~~

11. MISCELLANEOUS

11.1 ~~11.1~~ **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 ~~11.2~~ **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 ~~11.3~~ **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.-

11.4 ~~11.4~~ **Entire Agreement.** ~~This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>),~~ **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.- Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties.- In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 ~~11.5~~ **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.-

11.6 ~~11.6~~ **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the-

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.-

[11.7](#) ~~11.7~~ **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.-

[11.8](#) ~~11.8~~ **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

[11.9](#) ~~11.9~~ **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

[11.10](#) ~~11.10~~ **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial-computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system.- Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or-

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

[11.11](#) ~~11.11~~ **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

[11.12](#) ~~11.12~~ **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.—

[11.13](#) ~~11.13~~ **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

[11.14](#) ~~11.14~~ **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.—

[11.15](#) ~~11.15~~ **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

7

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT-

~~EMAIL: legal@flocksafety.com~~

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: City of Fairburn, 314 NW Broad Street, Fairburn, GA 30213

ATTN: Tony M. Phillips, CPM, City Administrator

EMAIL: tphillips@fairburn.com

With a copy to:

The Starkey Law Group
561 Thornton Road, Suite G
Lithia Springs, GA 30122
Attn: Rory K. Starkey, Fairburn City Attorney
Email: rkstarkeygovtlaw@starkeylawgroup.com

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year indicated next to their signatures.

FLOCK GROUP, INC.

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____

By: _____
Tony Phillips, City Administrator

Name: _____

Date: _____, 2024

Title: _____

Attest: _____
Brenda B. James, City Clerk

[CORPORATE SEAL]

Date: _____, 2024

[SEAL]

Approved as to form:

Rory K. Starkey, City Attorney

EXHIBIT B-

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement ~~Worker's~~ Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

~~Customer can be met through a combination of primary and excess/umbrella coverage.~~

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) ~~(i)~~ **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;-

(ii) ~~(ii)~~ **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) ~~(iii)~~ **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;-

(iv) ~~(iv)~~ **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

~~(v)~~

Cyber Liability insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).-

(v)



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Ratification of Professional Services Agreement with iParametrics, LLC for Grant Writing Services

ITEM TYPE: Agreement

SUBMITTED: 10/08/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 10/14/2024

DEPARTMENT: Finance

BUDGET IMPACT: \$75,000

PUBLIC HEARING: No

PURPOSE:

To ratify the professional services agreement with iParametrics, LLC for grant writing services for fiscal year 2025.

HISTORY:

iParametrics has supported clients in all 50 states with grant management and grant writing services. Most recently in Georgia, iParametrics helped the City of Stone Mountain secure a \$200,000 LCI grant and assisting Newton County in securing over \$4 million via HUD to support the county's recreational facility along with over \$1 million in Department of Transportation funding for roadway expansion. iParametrics was chosen to be the Grant Writing Consultant after an extensive RFP process that was initiated on September 15, 2023.

FACTS AND ISSUES:

During the initial contract term with iParametrics, LLC, the City of Fairburn successfully applied for 11 grants, totaling more than \$7 million in requests from January 2024 through April 2024.

The City received confirmation from the Congressional Project Funding for the water supply project that we are on the list to be sent to the committee for consideration of an award in the amount of \$1.5 million. Additionally, the City was awarded the Fulton County Arts & Culture grant in the amount of \$22,500.

The City is still awaiting a decision on a number of applications to include the GA Energy Efficiency and Conservation Block Grant with a request amount of \$150,000; National Endowment for the Arts with a request amount of \$32,335; and SAFER grant to fund additional fire personnel.

FUNDING SOURCE:

Contracted Services: 100-1510-52-3900

RECOMMENDED ACTION:

Request Mayor and Council approval to ratify the Professional Services Agreement with iParametrics, LLC for Grant Writing Services in an amount not to exceed \$75,000 for fiscal year 2025.

ATTACHMENTS:

1. Agreement for Professional Services iParametrics Consultant signed



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 11 day of November, 2023 by and between **iParametrics, LLC**, a Georgia corporation ("**Contractor**") and **THE CITY OF FAIRBURN**, a municipality incorporated in the State of Georgia ("**City**").

RECITALS

A. The city desires to secure professional and consultation services under the Request for Proposal #23-028 Grant Writing Services (the "**Project**").

B. The City has selected a Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.

C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.

D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

GENERAL TERMS

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Attachments: The following documents are attached and are incorporated herein by reference:

- Exhibit A: Consultant Proposal
- Exhibit B: Request for Proposals RFP #23-028: (referenced herein)
- Exhibit C: Drug-Free Workplace Certification
- Exhibit D: Georgia Security and Immigration Compliance Act Affidavit
- Exhibit E: Non-Collusion Affidavit
- Exhibit F: Final Cost Proposal

3. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the City's Request for Proposals RFP #23-028: Grant Writing Services (the "**RFP**");

- (a) Professional Services indicated in the RFP (Exhibit B).
- (b) Compile or provide the necessary database of information to complete the scope of work.
- (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports.
- (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services.
- (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

4. Contractor's Compensation. For the services to be performed by Contractor described in Section 3 hereof, Contractor will be compensated by the city as outlined in Exhibit F – Cost Proposal. Payments will be due as follows:

- (a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the city.
- (b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the city.

No expenses of the Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed in writing and signed by the City and Contractor.

5. Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. The contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules, and ordinances necessary for the performance of its services described herein. The contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.

5.1 *Contractor Personnel.* The contractor acknowledges that the City selected the Contractor for the Project because of the knowledge and experience of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

6. City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner to facilitate Contractor's performance of its services required hereunder:

- (a) Furnish reasonable access to the facilities that are included in the Project.
- (b) Coordinate with Contractor in establishing a working relationship with local government agencies and stakeholders.
- (c) Establish procedures and guidelines for responding quickly to requests for information and documentation.
- (d) Coordinate with Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

7. Duration and Termination. This Agreement shall remain in effect for an initial term beginning on December 1, 2024, and shall terminate absolutely and without further obligation on the part of City at the close of the fiscal year in which it is executed. This agreement can be renewed by both parties in agreement for two (2) additional one (1) year terms. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance written notice to Contractor; provided, however, if Contractor defaults with respect to any of its obligations hereunder, the City may terminate this Agreement immediately, with or without notice. In the event of such termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. Contractor acknowledges that any potential expenditure for this Agreement outside the then current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City.

8. Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program.

9. Insurance and Indemnity.

(a) *General Liability and Automobile Liability.* Contractor shall purchase and maintain in force during the term of the Agreement, at its own cost and expense, to protect Contractor, the City, its officials, agents, and employees, from and against any and all liabilities arising out of or in connection with Contractor's performance of the scope of work:

(i) Commercial general liability insurance with coverage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

(ii) Automobile liability insurance with policy limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

(b) *Professional Liability.* Contractor shall purchase and maintain in force during the term of the Agreement Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Agreement in the amount of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per claim. The contractor must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statute of Limitations has run for any claims that may arise as the result of the performance of the work done on the Project.

(c) *Indemnification.* Contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents, but only to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement.

10. Assignability. The City is entering into this Agreement in reliance upon the qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

11. Confidentiality. Except as required by law or court order, Contractor shall not disclose any information related to the performance of its service for the City under this Agreement without the express prior written consent of the City.

12. Notices. All notices required or permitted hereunder shall be in writing and shall be served to the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m. Eastern Standard Time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective

until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. Non-Discrimination. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or genetic information, which does not preclude the applicant or employee from performing the essential functions of the position. Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, color, religion, sex, national origin, age, disability, or genetic information, which does not preclude the applicant from performing the essential functions of the job. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provision will be binding upon each sub-contractor for standard commercial supplies of raw materials.

14. Waiver. A waiver by either party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

15. Severability. The parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of this Agreement and that the invalidity of any provision of this Agreement shall not affect the validity of any other provision or provisions of this Agreement.

16. Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

17. Entire Agreement. The parties agree that the terms of this Agreement include the entire Agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

Address:
6515 Shiloh Road Suite 200
Alpharetta, Georgia 30005
Mr. Paul Pelletier

CONTRACTOR:
iParametrics, LLC

a Georgia corporation

By:

Name: Paul S. Pelletier, Jr

Title: Principal

Date signed by Contractor:

November 11, 2023

[SEAL]



Address:

City of Fairburn
56 Malone St., SW
Fairburn, GA 30213
770-964-2244

CITY:

CITY OF FAIRBURN,
a municipality incorporated in the State of
Georgia

By: _____

Tony Phillips, City Administrator

Date signed by City:

_____, 2023

EXHIBIT C

RFP NO. 23-028 GRANT WRITING SERVICES

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with _____ (Service Provider),
_____ n/a _____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

iParametrics, LLC

Company Name

 10.02.23
BY: Authorized Officer or Agent Date
(Service Provider Signature)

Principal

Title of Authorized Officer or Agent of Service Provider

Paul Pelletier

Printed Name of Authorized Officer or Agent

EXHIBIT D

RFP NO. 23-028 GRANT WRITING SERVICES

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: iParametrics, LLC
Address: 6515 Shiloh Road, Suite 200, Alpharetta, Georgia 30005

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

226945
E Verify™ Company Identification Number

7/1/2009
Date of Authorization

[Signature]
BY: Authorized Officer or Agent
(Name of Person or Entity)

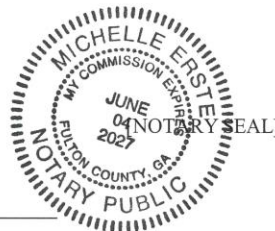
10/02/23
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

2nd DAY OF October, 2023

[Signature]
Notary Public

My Commission Expires: 6/4/27



* Or any subsequent replacement operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60

EXHIBIT E

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 10/02/23 day of _____, _____

iParametrics, LLC

(Name of Organization)

Principal

(Title of Person Signing)

[Signature]

(Signature)

RFP-23-028

(Bid Number)

STATE OF Georgia)

CITY OF Alpharetta)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 2nd day of October, 2023

[Signature]

Notary Public Signature

My Commission Expires: 10/4/27

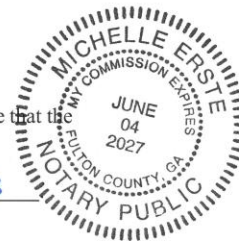


EXHIBIT F

RFP 23-028 Grant Writing Services

COST PROPOSAL

“Must be in a separate sealed envelope.”

Grant Funding Needs Assessment \$123

Grant Funding Research and Support Activities\$149

Grant Application Development \$163

TOTAL COST FOR SERVICES \$ TBD based on number of grants requested.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Trimming/Clearing Contract with Trees Unlimited

ITEM TYPE: Agreement

SUBMITTED: 09/30/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 10/14/2024

DEPARTMENT: Utilities

BUDGET IMPACT: \$175,000

PUBLIC HEARING: No

PURPOSE:

For Mayor and Council to approve the trimming and clearing of tree limbs and vegetation from/around the overhead circuits to Trees Unlimited in an amount not to exceed \$175,000.

HISTORY:

There is a need to provide this service annually.

FACTS AND ISSUES:

The completion of this service will prevent numerous power outages due to overgrowth of vegetation near power lines.

FUNDING SOURCE:

Repair & Maintenance: 510-0000-52-2270

RECOMMENDED ACTION:

Request Mayor and Council approval of the agreement with Trees Unlimited to clear the right-of-way of tree limbs and heavy vegetation for the protection of the overhead electric distribution infrastructure and authorize the Mayor to sign the agreement in an amount not to exceed \$175,000.

ATTACHMENTS:

1. 2024 City of Fairburn contract
2. ROW Recommendation Price UPDATE for 2024
3. ACORD Form 20240925-092032
4. Trimming Circuit Maps



October 1, 2024

City of Fairburn Street Department,

RE: Trees Unlimited Services and Rates

Trees Unlimited would like to continue servicing the City of Fairburn Utility Department for a total of \$175,000. Our proposed rate of \$135/Hr. for the bucket crew which is all inclusive (with equipment costs, including a 55' bucket truck, chip truck, chipper, and saws.) This price includes a three-man crew as well (Foreman, trimmer, and groundman.)

In addition, for roughly two weeks there would be a Jaraffe crew which would include hourly rates for the Jaraffe, mulcher, transportation costs to move the equipment, and for hotel costs if we cannot find an employee near Fairburn to operate the Jaraffe and mulcher because they are considered specialty equipment.

Sincerely,

Sawyer Hicks
Vice President
Trees Unlimited

Hourly Labor Rates/Equipment Breakdown:

Foreman- \$33.00
Trimmer- \$27.00
Groundman- \$25.00
55 foot bucket truck- \$30.00
Chip Truck- \$11.00
Chipper- \$8.00
Chainsaw - \$1.00
Total: \$135 per hour

Jaraffe/mulcher operator- \$41.22
Jaraffe- \$63.56
Mulcher- \$46.92

City of Fairburn Representative

Sawyer Hicks, VP Trees Unlimited

**2024 Recommendation
Electric Right of Way Clearing
and Maintenance Service**

Bid #22-028

Recommendation	Primary Award	Alternate Award
	Trees Unlimited	W.A. Kendall
Albany	\$135.00	\$169.06
Calhoun	\$135.00	\$169.06
Cartersville	\$135.00	\$169.06
College Park	\$135.00	\$169.06
Commerce	\$135.00	\$169.06
Douglas	\$135.00	\$169.06
East Point	\$135.00	\$169.06
Fairburn	\$135.00	\$169.06
Fitzgerald	\$135.00	\$169.06
Fort Valley	\$135.00	\$169.06
Grantville	\$135.00	\$169.06
Griffin	\$135.00	\$169.06
Lafayette	\$135.00	\$169.06
Lawrenceville	\$135.00	\$169.06
Mansfield	\$135.00	\$169.06
Monroe	\$135.00	\$169.06
Norcross	\$135.00	\$169.06
Quitman	\$135.00	\$169.06
Sandersville	\$135.00	\$169.06
Sylvester	\$135.00	\$169.06
Thomaston	\$135.00	\$169.06
West Point	\$135.00	\$169.06

*Hourly rate, 3 Man Crew as specified

Contact Info:

Trees Unlimited	Sawyer Hicks	(706) 512-7222
W. A. Kindall	Craig Faulk	(770) 235-6344
ECG	Tina Bridges	(229) 215-0258
ECG	Cindy Smallwood	(678)472-3891



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STARR-MATHEWS AGENCY 108 North Court St. P. O. Box 188 Calhoun GA 30703-0188	CONTACT NAME: Lynn Babineaux PHONE (A/C, No, Ext): (706) 629-4441 E-MAIL ADDRESS: lbabineaux@starrmathews.com FAX (A/C, No): (706) 629-3631																					
INSURED W. E. Hicks Inc., DBA: Trees Unlimited PO Box 10 Cave Spring GA 30124	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Selective Ins Co of America</td><td>12572</td></tr><tr><td>INSURER B:</td><td>American Interstate Insurance Company</td><td>31895</td></tr><tr><td>INSURER C:</td><td>Navigators Specialty Insurance Company</td><td>36056</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Selective Ins Co of America	12572	INSURER B:	American Interstate Insurance Company	31895	INSURER C:	Navigators Specialty Insurance Company	36056	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 2024-25 COI**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			S 2366864	06/30/2024	06/30/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Employee Benefits	\$ 1,000,000																				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			S 2366864	06/30/2024	06/30/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0			S 2366864	06/30/2024	06/30/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000										
EACH OCCURRENCE	\$ 2,000,000																				
AGGREGATE	\$ 2,000,000																				
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCGA3286382024	06/30/2024	06/30/2025	<table><tr><td>☒ PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Excess Liability			GA24EXCZ0E1VHIC	06/30/2024	06/30/2025	<table><tr><td>Each Occurrence Limit</td><td>2,000,000</td></tr><tr><td>Aggregate Limit</td><td>2,000,000</td></tr></table>	Each Occurrence Limit	2,000,000	Aggregate Limit	2,000,000										
Each Occurrence Limit	2,000,000																				
Aggregate Limit	2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ElitePac General Liability Extension, CG 73 00GA 11 23; ElitePac Commercial Automobile Extension, CA 78 09 04 24; Waiver of Our Right to Recover From Others Endorsement, WC 00 03 13; Commercial Umbrella Liability coverage, CXL 4 04 03; Waiver of Transfer of Rights of Recovery Against Others to Us-Blanket Basis, CXL 456 06 22

CERTIFICATE HOLDER**CANCELLATION**

City of Fairburn 56 Malone St. SW Fairburn GA 30213	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert H. Mathews</i>
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