



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, July 20, 2026 | 6:30 PM

Ryan P. Shirley, Mayor

Michael Roy Zenchuk II, Mayor Pro Tem, Ward 3

Kyle Whitaker, Ward 1 | Dee Phillips, Ward 2 | Kevin Moore, Ward 4 | Jeff Wilbur, Ward 5

AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

"Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007."

III. INVOCATION

IV. PRESENTATIONS

- A. Yard of the Month
Inder S. Tandon and Saima Islam
- B. America 250 Commemoration Proclamation
Leigh Warren with the Daughters of the American Revolution
- C. Employee Service Recognition - One Year of Service
Jacob Tirado
- D. Government Finance Officers Association (GFOA) Distinguished Budget
Presentation Award
Denise Lamazares

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. June 23, 2026 City Council Special Called Meeting Minutes.

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. **A-03-2025**, applicants, Rebecca Eadie and Suzanne Graham, request annexation of

2.6 +/- acres located off of Hembredge Road, Cherokee County, GA, tax parcel 002 of tax plat 15N14C.

- B. **MA-07-2025**, applicants, Rebecca Eadie and Suzanne Graham, request rezoning of 2.6 +/- acres located off of Hembredge Road, Holly Springs, GA, tax parcel 002 of tax plat 15N14C, from GC, General Commercial (County) to GC, General Commercial (City) with staff stipulations.
- C. **A-01-2026**, applicant, Jack Baltar, requests annexation of 23.68 +/- acres located off of Swan Lane, Cherokee County, GA, tax parcel 524A of tax plat 15N20.
- D. **MA-01-2026**, applicant, Jack Baltar, requests rezoning of 23.68 +/- acres off of Swan Lane, Holly Springs, GA, tax parcel 524A of tax plat 15N20, from R-40, Single Family Residential Estate (County), to R-40, Single Family Residential Estate (City) with staff stipulations.
- E. Bond Release for Performance Bond #800199939 for Idletowne subdivision subject to the provision of the revised bond.
- F. Change Order #2 for the installation of an externally mounted surge protection device and 30 Amp molded case circuit breaker in the new City Hall between United Electric Company, Gilbane Building Company and the City of Holly Springs, Georgia in an amount not to exceed \$3,709 and ratify the signature of the City Manager.
- G. Change Order #3b for the installation of K-13 rated transformers in the new City Hall between United Electric Company, Gilbane Building Company and the City of Holly Springs, Georgia in an amount not to exceed \$6,466 and to ratify the signature of the City Manager.
- H. Memorial Markers Policy establishing procedures for the application, design, installation, maintenance, and removal of roadside memorial markers within City rights-of-way.
- I. Eagle Scout Service Project Policy establishing requirements and procedures for Eagle Scout Service Projects conducted on property owned, managed, or maintained by the City of Holly Springs, Georgia and its component units.
- J. Resolution for the City of Holly Springs Mayor and City Council to appoint a member to the Holly Springs Tree Commission.
- K. Award the Construction Demolition Contract for the Demolition - 208 Cedar Valley Court Holly Springs, GA 30115 Site Project (RFB #2026-03) to Eagle Demolition & Environmental, in an amount not to exceed \$18,500.
- L. Resolution to call the 2026 General Election, which will be held on November 3rd, and to set the qualifying dates as August 17–19, 2026.

IX. REPORTS

X. ADJOURNMENT

XI. EXECUTIVE SESSION

A. Litigation

B. Real Estate



BY THE MAYOR OF THE CITY OF HOLLY SPRINGS

A PROCLAMATION

WHEREAS, On July 4, 2026, our nation will commemorate the Semiquincentennial anniversary of the signing of the Declaration of Independence; and

WHEREAS, The journey toward this historic milestone is an opportunity to reflect on our nation's past, honor the contributions of all Americans, and look ahead to the future generations who will carry forward the ideals of democracy and individual liberty that make the United States a unique nation in the world community; and

WHEREAS, The great state of Georgia was founded as a colony in 1733 and a state in 1788 by the Revolutionary War generation and their children; and

WHEREAS, From the 250th anniversary of the Boston Tea Party in 2023 until the 250th anniversary of the signing of the Treaty of Paris in 2033, Daughters of the American Revolution are celebrating our nation's rich history and diversity of experience by honoring all men and women who achieved American independence. These Patriots, believing in the noble cause of liberty, fought valiantly to establish a new nation; and

WHEREAS, The Georgia Daughters seek to celebrate and honor our nation's 250th anniversary;

NOW, THEREFORE, Ryan P. Shirley, Mayor of the City of Holly Springs, commend this America 250 commemoration to all our city residents.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Holly Springs to be affixed this 20th day of July, 2026.

Ryan P. Shirley
Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Special Called Meeting Minutes
June 23, 2026
6:30 PM

Elected Officials Present: Mayor Ryan P. Shirley, Councilman Kyle Whitaker, Councilwoman Dee Phillips, and Councilman Jeff Wilbur.

Elected Officials Not Present: Councilman Kevin Moore and Mayor Pro Tem Michael Zenchuk II.

Staff Present: City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Laura Rollins of the City Attorney's Office, Chief Tommy Keheley, and Finance Director Denise Lamazares.

I. CALL TO ORDER

Mayor Shirley called the City Council Special Called Meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Shirley led the Pledge of Allegiance.

III. INVOCATION

Councilwoman Dee Phillips gave the invocation.

IV. PRESENTATIONS

None.

V. PUBLIC COMMENTS

None.

VI. CONSENT AGENDA

A. May 11, 2026 City Council Special Called Meeting Minutes.

B. May 21, 2026 City Council Meeting Minutes.

C. June 18, 2026 City Council Meeting Minutes.

Councilman Whitaker made a motion to approve the consent agenda, A. B., and C. Councilwoman Phillips seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

VII. OLD BUSINESS

None.

VIII. NEW BUSINESS

- A. Estimate #20231372 from G-FORCE Atlanta for the layout, striping, installation of bollards, wheel stops, and pressure washing the parking deck in the Holly Springs Town Center in an amount not to exceed \$25,153.75 and ratify the Mayor's signature.

Councilman Whitaker made a motion to approve Item A. Councilwoman Phillips seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- B. Change Event #003R1 for the front columns of the Holly Springs Amphitheatre between Reeves + Young and the City of Holly Springs, Georgia in an amount not to exceed \$1,600 and ratify the Mayor's signature.

Councilwoman Phillips made a motion to approve Item B. Councilman Whitaker seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- C. Change Event #004R1 for the display wall of the Holly Springs Amphitheatre between Reeves + Young and the City of Holly Springs, Georgia in an amount not to exceed \$1,952 and ratify the Mayor's signature.

Councilwoman Phillips made a motion to approve Item C. Councilman Whitaker seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- D. Change Event #005R1 for Light Fixture Revisions in the Holly Springs Amphitheatre between Reeves + Young and the City of Holly Springs, Georgia in an amount not to exceed \$2,878 and ratify the Mayor's signature.

Councilwoman Phillips made a motion to approve Item D. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- E. Change Event #006R1 for Stage Slab on Grade Revisions for the Holly Springs Amphitheatre between Reeves + Young and the City of Holly Springs, Georgia in a credit amount of \$7,138 and ratify the Mayor's signature.

Councilwoman Phillips made a motion to approve Item E. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- F. Change Event #007 Disconnect Addition for the Holly Springs Amphitheatre between Reeves + Young and the City of Holly Springs, Georgia in an amount not to exceed \$3,862 and ratify the Mayor's signature.

Councilwoman Phillips made a motion to approve Item F. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- G. Change Event #008 Stage Electrical Revisions for the Holly Springs Amphitheatre between Reeves + Young and City of Holly Springs, Georgia in an amount not to exceed \$30,146 and ratify the Mayor's signature.

Councilwoman Phillips made a motion to approve Item G. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- H. Change Event #009 Floor Moisture Primer Addition for the Holly Springs Amphitheatre between Reeves + Young and the City of Holly Springs, Georgia in an amount not to exceed \$2,905.

Councilwoman Phillips made a motion to approve Item H. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- I. Award the City of Holly Springs, Georgia - 2026 LMIG & Asphalt Resurfacing Project (RFB #2026-02) to East Coast Grading, Inc. in an amount not to exceed \$419,005 and ratify the Mayor's signature.

Councilwoman Phillips made a motion to approve Item I. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- J. Award Supplemental Agreement #1 for the City of Holly Springs, Georgia - 2026 LMIG & Asphalt Resurfacing Project (RFB #2026-02) to East Coast Grading, Inc. in an amount not to exceed \$202,285.

Councilwoman Phillips made a motion to approve Item J. Councilman Whitaker seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- K. Special Event Permit for Harmony on the Lakes' Fourth of July Festival.

Councilman Whitaker made a motion to approve Item K, contingent on receiving the fireworks permit from Cherokee County, road closure plans from H.S.P.D., and applicable permits and fees for the food trucks. Councilwoman Phillips seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- L. A Resolution of the City of Holly Springs' Mayor and City Council to establish a franchise fee applicable to holders of cable and video franchises issued by the state of Georgia.

Councilwoman Phillips made a motion to approve Item L. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- M. Right-of-way maintenance agreement by and between the Georgia Department of Transportation and the Holly Springs Police Department for Permit ID# ALPR-057-000003-6.

Councilwoman Phillips made a motion to approve Item M. Councilman Whitaker seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

IX. REPORTS

- A. Monthly Departmental Reports

X. ADJOURNMENT

Councilwoman Phillips made a motion to adjourn the meeting and move into executive session for the purposes of Litigation and Real Estate. Councilman Whitaker seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

XI. EXECUTIVE SESSION

- A. Litigation
B. Real Estate

Respectfully submitted.

Attest:

Ryan P. Shirley, Mayor

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.



FROM: Nancy Moon, Community Development Director

MEETING DATE: July 20, 2026

AGENDA ITEM: A-03-2025, applicants, Rebecca Eadie and Suzanne Graham, request annexation of 2.6 +/- acres located off of Hembredge Road, Cherokee County, GA, tax parcel 002 of tax plat 15N14C.

EXECUTIVE SUMMARY:

Applicants, Rebecca Eadie and Suzanne Graham, request annexation of 2.6 +/- acres located off of Hembredge Road, Cherokee County, GA, tax parcel 002 of tax plat 15N14C. The property is currently zoned GC, General Commercial (County). The applicants are requesting to rezone the property to GC, General Commercial (City). The application originally included two undeveloped parcels, 15N13D 025 and 026, adjacent to the eastern side of this property and part of a residential subdivision, Hembredge Hills, that was platted in 1964. These two parcels have been requested to be removed from the application.

Cherokee County and Planning Commission Recommendation

The Cherokee County Board of Commissioners voted to go to arbitration for this case on December 2, 2025. On December 18, 2025, the Planning Commission voted to recommend approval (3-1) of the annexation and approval (4-0) of the rezoning application to rezone the property to GC with the recommended staff stipulations and the addition of keeping the two residential parcels as an undisturbed buffer. The arbitration process was delayed for the two jurisdictions and the applicant to discuss the case and determine if there was a way to proceed that was agreeable with all parties without the arbitration process. Cherokee County was amenable to the removal of the two residential parcels and the application is now proceeding (see attached Settlement and Release Agreement) with only the one parcel that was already zoned GC in the County. The agreement reserved the right for the County to request stipulations. These stipulations were received by separate letter (see attached document) and are as follows:

Should the property be used or developed for GC (General Commercial) then the following conditions shall apply:

- 1. Any Land Disturbance Permit application and plans shall be subject to review and approval by Cherokee County staff prior to the issuance of any permits by*

- the City. This review and approval shall be limited to Stormwater Management and Transportation Engineering areas of expertise. The purpose of this review is to address downstream stormwater impacts as well as ensure the safety of traffic flow for the adjacent residential development.*
- 2. There shall be a 35-foot exterior zoning buffer established and preserved between the GC zoned property and any property within a residential zoning district. Any tree located within an exterior buffer shall not be removed or pruned without written attestation by the Georgia Forestry Commission or a Certified Arborist that the subject tree is dead, diseased, or infested.*
 - 3. Site development plans, architectural design, and signage requirements shall follow the Holly Springs Parkway District Requirements (Section 19.8 and Table 10.1).*
 - 4. All exterior light fixtures, excluding canopy luminaries, shall be full-cutoff or fully shielded.*
 - 5. All lighting shall emit a low color temperature light having a Kelvin temperature of no more than three thousand (3,000). Thereby, light emitted from any source on site will be in the "warm" spectrum and light with a bluish color, sometimes referred to as "daylight" lights, which are in the "cool" spectrum are prohibited.*
 - 6. Uplighting is prohibited except on monument signage.*
 - 7. No commercial deliveries or garbage pick-up shall be permitted between the hours of 11 p.m. and 6 a.m. Monday through Saturday. No commercial deliveries or garbage pick-up are permitted on Sunday.*
 - 8. There shall be no outdoor storage on the property.*

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Location Map
2. Tax Plat
3. Settlement and Release Agreement
4. Cherokee County Requested Stipulations
5. Ordinance and Exhibit

RECOMMENDATION:

The staff recommendation is approval of the annexation request as amended to include only tax parcel 15N14C 002.

CONCURRENCES:

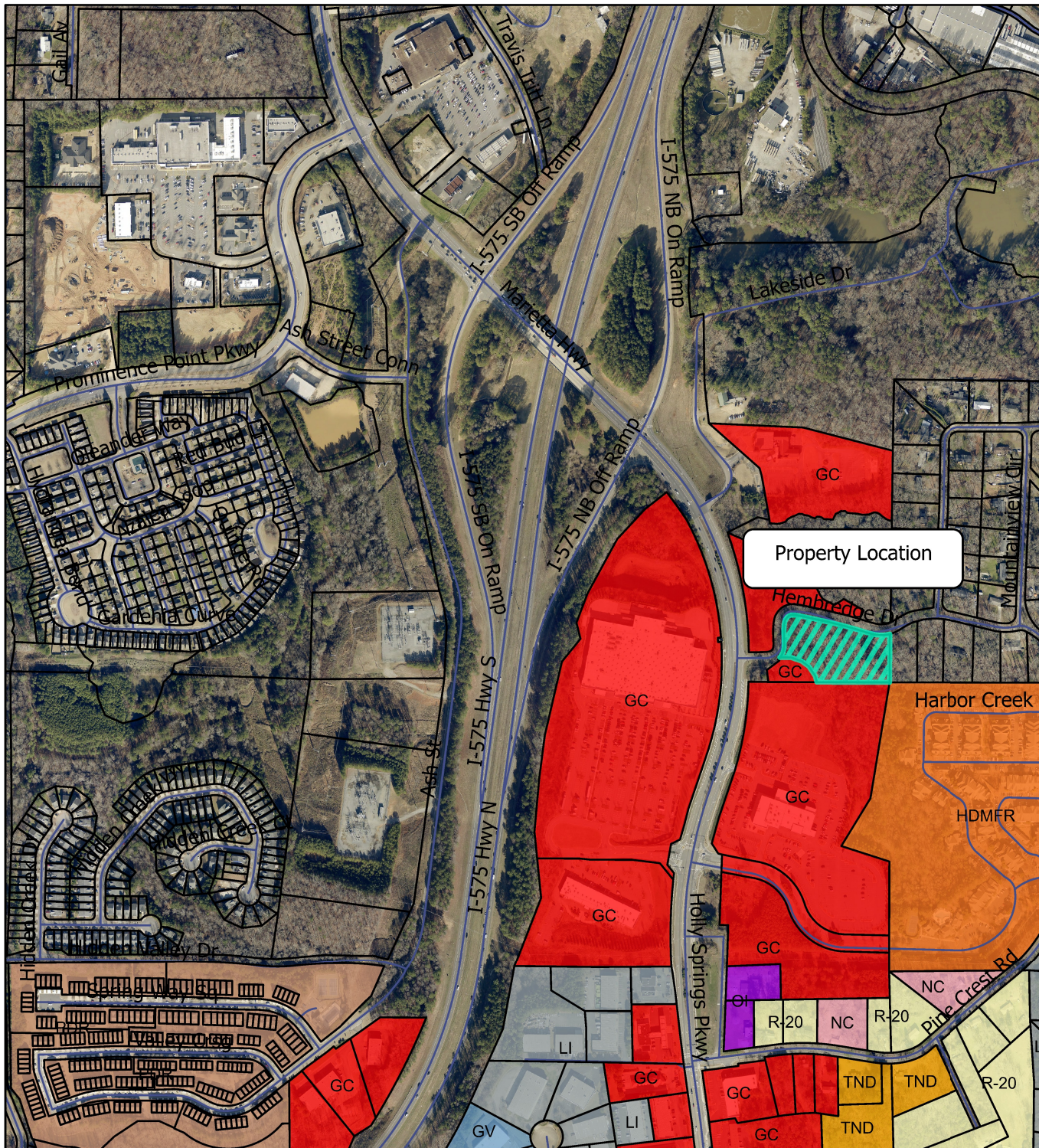
City Manager

A-03-2025 MA-07-2025 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV- Governmental
- LI- Light Industrial
- MXD- Mixed Use Overlay
- Streets_2026
- Parcels 2026

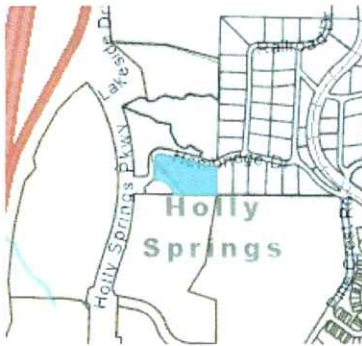


Geocortex Essentials Parcel Report

Cherokee County, GA

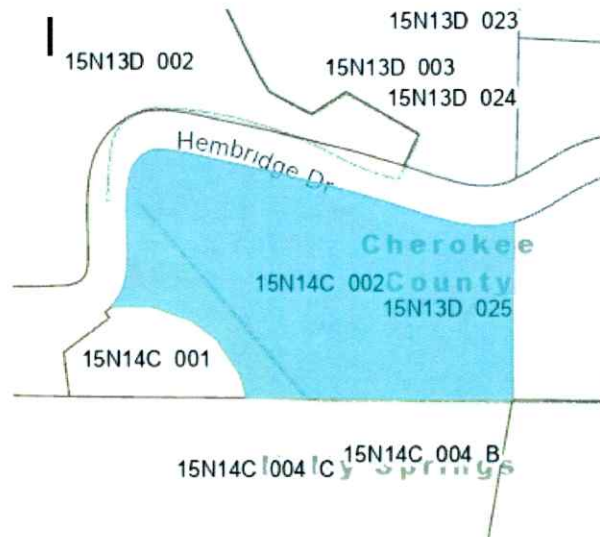
TIN: 15N14C 002

Report generated 10/3/2025 10:14:40 AM



Vicinity Map

1: 18,209.02



Tax parcel highlighted in cyan

1: 2,925.43

Tax Parcel Information

Owner: EADIE FRANK H SR & ANNETTE M

Property Address: 125 Hembridge Dr, Canton 30115

Subdivision:

TIN: 15N14C 002

PIN: 15-0200-0005

Mailing Address: 285 HEMBRIDGE DR, CANTON, GA 30115

Acreage: 2.6

Lot #: -

PB/PG:

DB/PG:

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the "Settlement Agreement") is made and entered into this 16th day of June, 2026, by and between Cherokee County, a political subdivision of the State of Georgia (the "County"), and Rebecca L. Eadie and Suzanne E. Graham, as Successor Trustees of the 2009 Eadie Family Revocable Trust, dated November 19, 2009 (collectively, "Owner-Applicants"). County and Owner-Applicants may be collectively referred to as the "Parties."

RECITALS

WHEREAS, the Owner-Applicants own certain property known as Tax Parcels 15N14C 002, 15N13D 025, and 15N13D 026, Cherokee County, Georgia, as more particularly described on that certain Annexation Application attached hereto as Exhibit "A" (the "Property");

WHEREAS, the portion of the Property consisting of Tax Parcels 15N13D 025 and 15N13D 026 (the "Residential Parcels") are currently zoned by County standards as R-20 Single Family Residential;

WHEREAS, the portion of the Property consisting of Tax Parcel 15N14C 002 (the "Commercial Parcel") is currently zoned by County standards as GC General Commercial;

WHEREAS, on or about October 31, 2025, the City of Holly Springs, Georgia ("City") received an application to annex the Property into the municipal limits of the City (the "Annexation Application");

WHEREAS, the Annexation Application contemplates that the Property will be zoned to the City's GC zoning classification upon annexation;

WHEREAS, on or about December 16, 2025, and pursuant to the provisions of Title 36, Chapter 36, Article 7 of the Official Code of Georgia¹ (the "Annexation Dispute Resolution Law"), the County delivered to the City its objection to the annexation of the Property (the "Annexation Dispute");

WHEREAS, immediately following the County's objection to the proposed annexation, arbitration proceedings, as contemplated in the Annexation Dispute Resolution Law, were initiated with the Georgia Department of Community Affairs;

WHEREAS, the Arbitration Panel was appointed, pursuant to O.C.G.A. § 36-36-114, on December 29, 2025;

WHEREAS, the County, City, and Owner-Applicants have continued good faith negotiations as required by O.C.G.A. § 36-36-119, in an effort to resolve, if reasonably possible, the objections asserted by the County; and

¹ O.C.G.A. § 36-36-110, *et seq.*

WHEREAS, rather than participate in the Arbitration Hearing, the Parties hereto now desire to affect a negotiated settlement of each and every dispute between and among them, entered into voluntarily, for the purpose of resolving the Annexation Dispute without further trouble and expense, and to provide for a mutual general release of claims, all as hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all the Parties hereto, intending to be legally bound, hereby agree to the above recitals and as follows:

1. The Owner-Applicants agree to amend the Annexation Application by withdrawing the request to annex the Residential Parcels. The Owner-Applicants agree to withdraw the annexation application for the Residential Parcels within three (3) days of the execution of this Settlement and Release Agreement. Such withdrawal shall not affect the proposed annexation of the Commercial Parcel into the corporate limits of the City.
2. The Owner-Applicants shall provide written notice of the withdrawal contemplated in Paragraph 1 above to the County on the same day as the withdrawal is submitted to the City.
3. Upon the withdrawal of the Residential Parcels from the Annexation Application, the County's objection to the Annexation Application shall be deemed immediately withdrawn, and the annexation of the Commercial Parcel may proceed in accordance with applicable State and City procedures. The County shall provide notice of such withdrawal to the City, the Owner-Applicants, the Georgia Department of Community Affairs, and the panel assembled for the Annexation Arbitration in the manner provided by law.
4. Provided the Residential Parcels are withdrawn as contemplated in Paragraph 1, the County will not object to the annexation of the Commercial Parcel or engage in any action that could delay, threaten, or in any way prevent the Property from being annexed into the City and rezoned to the City's GC zoning designation, provided, however, that the County shall be permitted to submit requested conditions of zoning to the City without being deemed to have violated the provisions of this Paragraph.
5. The Parties agree that contract zoning is not permissible in Georgia. The Parties agree that nothing in this Agreement shall be construed as the City's advance agreement to annex the Property or rezone the Property to any particular zoning designation. Both Owner-Applicants and the County agree that the City shall retain full legislative discretion to approve, approve with conditions, or deny outright the contemplated annexation and rezoning. The City is not a party to this Agreement and is therefore not bound by any of the provisions contained herein.
6. **NOTICE**. All notices required or permitted to be given pursuant to this Agreement shall be in writing, delivered in person or mailed postage prepaid by certified or registered mail, return receipt requested, with a required copy to be sent via e-mail, and

shall be effective from the date of mailing or upon delivery by hand. Notices shall be directed as follows:

To Owner-Applicants: Rebecca L. Eadie
5411 Austell Road
Austell, GA 30117
readie@extrasglobal.com

Suzanne E. Graham
2218 Hog Liver Road
Carrollton, GA 30117
suzanneg2218@gmail.com

To the County: Cherokee County Board of Commissioners
ATTN: Geoff Morton, County Manager
1130 Bluffs Parkway
Canton, GA 30114
gmorton@cherokeecountyga.gov

Copy to: Angela E. Davis, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040
adavis@jarrard-davis.com

7. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement among the Parties and all previous discussions, understandings, and agreements with respect to the matters included in this Agreement are merged herein. This Agreement may not be changed orally but only in writing, signed by the Parties hereto, and shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, affiliates, partnerships, corporations, legal representatives, shareholders, directors, officers, employees, agents, contractors, attorneys, and insurers.
8. **CONSULTATION WITH COUNSEL.** The Parties affirm that they have had an adequate opportunity to consult with their own legal counsel, that they have been advised of their rights, and that the terms of this Agreement have been completely read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, on account of the claims related to the Annexation Application or the Annexation Dispute referenced hereinabove.
9. **RIGHT TO ENFORCE THIS AGREEMENT.** The Parties' releases contained herein shall not be a bar to enforcing this Agreement.

10. **COMPROMISE OF DISPUTES; NO ADMISSION OF LIABILITY.** This Agreement represents the compromise of disputed claims and is not an admission of liability by any Party. Neither the existence of this Agreement, nor the settlement and release accomplished by this Agreement, shall be cited, used, construed, or interpreted as an admission of liability by any Party. Further it is understood and agreed by the Parties that the consideration given pursuant to this Agreement is not to be construed in any way as an admission of liability by any Party but, rather, that said consideration is given in compromise and settlement of the disputes identified herein. This Agreement is given by the Parties voluntarily and is not based upon any representation or statement of any kind made by any Party or their representatives as to the merits, legal liability or value of any claim against any Party (and all subsidiaries, divisions and related companies) or any matter relating thereto. It is expressly agreed that all liability of any kind whatsoever to the other Parties is denied and that the sole purpose of this Agreement is to avoid the costs and risks attendant to litigation.
11. **MUTUAL RELEASE.** As of the date of the final execution of this Agreement by all Parties, each Party, on behalf of itself, its directors, officers, elected and appointed officials, employees, parent companies, wholly-owned subsidiaries, partners, shareholders, insurers, heirs, successors and assigns, agents, affiliates, representatives, servants, attorneys and each of them, does voluntarily hereby fully and forever mutually release, acquit, and discharge each of the other Parties and those Parties' respective directors, officers, elected and appointed officials, employees, parent companies, wholly-owned subsidiaries, partners, shareholders, insurers, successors and assigns, agents, affiliates, representatives, servants, and attorneys from any and all past, present or future claims, debts, compensation, liabilities, demands, obligations, damages, costs, statutory penalties, expenses, attorneys' fees, judgments, suits, grievances, actions and causes of action whatsoever, of every nature, character or description, whether in law or in equity, whether known or unknown, whether contingent or non-contingent or whether past, present or future, which a Party may now or hereafter have or assert related to the disputes described herein and/or in the Annexation Dispute.
12. **FUTURE ACTION.** The Parties agree that they will not hereafter commence any administrative or civil action or make any claim against each other arising out of or related to the disputes released herein and/or in the Annexation Dispute.
13. **HEIRS, SUCCESSORS AND ASSIGNS.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators, legal representatives, successors, agents, elected and appointed officials and assigns. Further, the Parties represent and warrant that no claims, rights or obligations related to the disputes addressed by this Agreement have been assigned or transferred, expressly or impliedly by operation of law, to any other person or party, and no person or parties are subrogated to the rights of the Parties in this matter, and all claims released herein are owned exclusively by the Parties with sole authority to release them.

14. **BROADLY CONSTRUED.** The Parties intend that this Agreement be construed as broadly as possible to effectuate their intention that complete, mutual releases be exchanged. Nothing contained in the releases, however, shall affect any claim arising under or related to this Agreement, pursuant to which these mutual releases are given, arising on or after the date of final execution of this Agreement.
15. **INVALIDITY OF PROVISIONS; SEVERABILITY.** Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of the Agreement shall remain in full force and effect to the extent possible, as if the Agreement had been executed with the invalid portion hereof eliminated and, if applicable, compliant language inserted, it being the intention of the Parties that they would have executed the Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
16. **AGREEMENT CONSTRUCTION AND INTERPRETATION.** The Parties represent that they have reviewed and become familiar with this Agreement and have notified the other party of any discrepancies, conflicts or errors. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Further, as used in this Agreement, the plural includes the singular, and the singular includes the plural.
17. **ATTORNEYS' FEES.** Each Party shall bear its own costs and attorneys' fees, including all costs, attorneys' fees and expenses, related to the settlement of the disputes described herein.
18. **AMENDMENTS.** This Agreement may be amended, modified or altered at any time only upon the approval of all Parties; any such amendment must be in writing and signed by all Parties in order for such amendment to be of any force and effect.
19. **SURVIVAL.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.
20. **APPLICABLE LAW.** This Agreement shall be subject to and governed by the laws of the State of Georgia, without regard to conflict of law rules. The Parties hereby consent that jurisdiction is proper in the State of Georgia for any action arising out of, under, or in connection with this Agreement, and that venue is proper exclusively in the Superior Court of Cherokee County, Georgia, for any action arising out of this Agreement.

21. **COUNTERPARTS.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of this Agreement.
22. **NOT EVIDENCE.** This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.
23. **FURTHER ACTS.** In addition to the acts recited in this Agreement, the Parties agree to perform, or cause to be performed on the date of this Agreement, or thereafter, any and all such further acts as may be reasonably necessary to consummate this Agreement. Each of the Parties agrees to execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.
24. **AUTHORITY.** Each person(s) executing this Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and caused their respective seals to be hereunto affixed, all to be effective as of the day and year first above-written.

COUNTY:

CHEROKEE COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:

Clerk, Board of Commissioners

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

OWNER-APPLICANTS:

By: Rebecca A. Eadie

Name: **REBECCA L. EADIE,**
individually, and as Successor
Trustee of the 2009 Eadie Family
Revocable Trust, dated November
19, 2009

By: Suzanne E. Graham

Name: **SUZANNE E. GRAHAM,**
individually, and as Successor
Trustee of the 2009 Eadie Family
Revocable Trust, dated November
19, 2009

☐

EXHIBIT A

[ANNEXATION APPLICATION]



June 29, 2026

VIA E-MAIL

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115
nmoon@hollyspringsga.us

RE: A-03-2025 – Hembredge Road

Dear Ms. Moon:

This office and the undersigned represent Cherokee County, Georgia (the “County”). As you know, the County and the property owner recently resolved the County's objection to the proposed annexation of the Hembredge Road properties. Pursuant to that settlement, two of the three parcels originally included in the annexation application have been withdrawn, leaving a single parcel to proceed through the City's annexation and zoning process. As reflected by the County's withdrawal of its objection, Cherokee County does not object to the annexation of the remaining parcel.

The County requests, however, that the City Council consider imposing the zoning conditions attached hereto as Exhibit “A” as part of any approval of the corresponding zoning request of the remaining parcel to be annexed. These conditions were developed to address land use and compatibility considerations associated with the property and are intended to promote an orderly transition of the parcel into the City while helping ensure that future development remains compatible with the surrounding area.

The County believes that incorporation of these conditions will further the interests of both jurisdictions by providing clarity regarding the property's future development and by helping to preserve the character of the surrounding community.

Thank you for your consideration of this request.

Sincerely,

JARRARD & DAVIS, LLP

A handwritten signature in blue ink that reads "Molly Esswein". The signature is written in a cursive, flowing style.

Molly Esswein

enclosure
MNE/art

cc: Bobby Dyer, City Attorney
Geoff Morton, County Manager
Cherokee County Board of Commissioners

Exhibit "A"

Should the property be used or developed for GC (General Commercial) then the following conditions shall apply:

1. Any Land Disturbance Permit application and plans shall be subject to review and approval by Cherokee County staff prior to the issuance of any permits by the City. This review and approval shall be limited to Stormwater Management and Transportation Engineering areas of expertise. The purpose of this review is to address downstream stormwater impacts as well as ensure the safety of traffic flow for the adjacent residential development.
2. There shall be a 35-foot exterior zoning buffer established and preserved between the GC zoned property and any property within a residential zoning district. Any tree located within an exterior buffer shall not be removed or pruned without written attestation by the Georgia Forestry Commission or a Certified Arborist that the subject tree is dead, diseased, or infested.
3. Site development plans, architectural design, and signage requirements shall follow the Holly Springs Parkway District Requirements (Section 19.8 and Table 10.1).
4. All exterior light fixtures, excluding canopy luminaires, shall be full-cutoff or fully shielded.
5. All lighting shall emit a low color temperature light having a Kelvin temperature of no more than three thousand (3,000). Thereby, light emitted from any source on site will be in the "warm" spectrum and light with a bluish color, sometimes referred to as "daylight" lights, which are in the "cool" spectrum are prohibited.
6. Uplighting is prohibited except on monument signage.
7. No commercial deliveries or garbage pick-up shall be permitted between the hours of 11 p.m. and 6 a.m. Monday through Saturday. No commercial deliveries or garbage pick-up are permitted on Sunday.
8. There shall be no outdoor storage on the property.

ANNEXATION ORDINANCE

An Ordinance to annex property in the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said annexation and zoning; and for other purposes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLY SPRINGS:

The following area contiguous to the City of Holly Springs is hereby annexed and zoned into and is made part of said City:

Section 1

2.6+/- acres, identified as parcel 002 of tax plat 15N14C of the 15th District of Cherokee County, located off of Hembredge Road and more particularly identified by “Exhibit A, Location Map,” the tax plat identifying the subject tract (attached).

Section 2

Upon annexation, this tract shall be placed in Ward Number 1 of the corporate limits of the City of Holly Springs, Georgia.

Section 3

Upon annexation, this tract shall be zoned GC, General Commercial.

Section 4

This ordinance shall become effective on the 1st day of August, 2026.

Section 5

The City Clerk of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area annexed to the Cherokee County Board of Commissioners, as well as, notify the Georgia Department of Community Affairs within thirty (30) days after the effective date of the annexation as set forth in section 3 above.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this 20th day of July, 2026, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Attest:

Ryan P. Shirley, Mayor

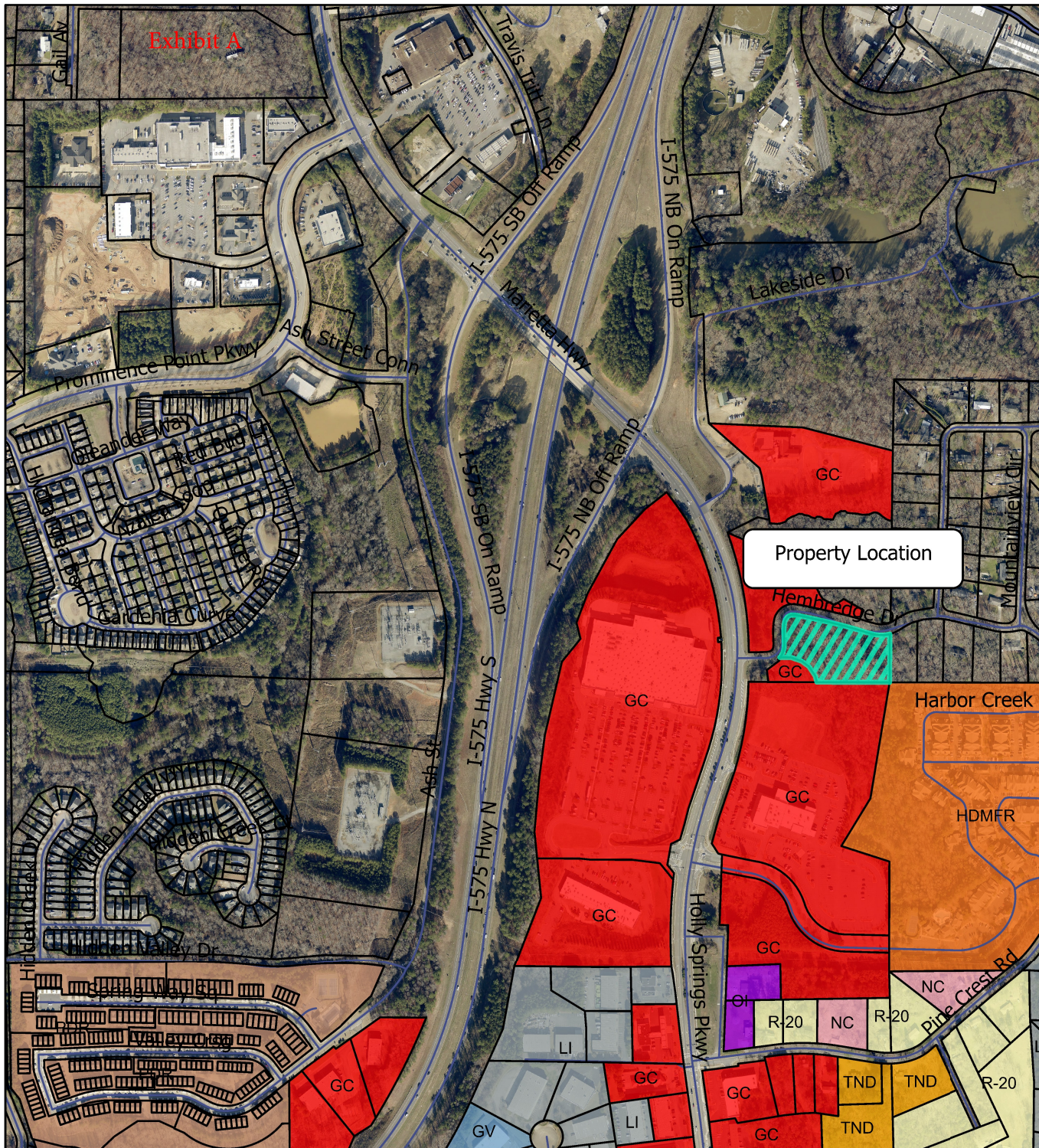
Karen Norred, City Clerk
(Seal)

A-03-2025 MA-07-2025 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV-Governmental
- LI- Light Industrial
- MXD-Mixed Use Overlay
- Streets_2026
- Parcels 2026



ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Nancy Moon, Community Development Director

MEETING DATE: July 20, 2026

AGENDA ITEM: MA-07-2025, applicants, Rebecca Eadie and Suzanne Graham, request rezoning of 2.6 +/- acres located off of Hembredge Road, Holly Springs, GA, tax parcel 002 of tax plat 15N14C, from GC, General Commercial (County) to GC, General Commercial (City) with staff stipulations.

EXECUTIVE SUMMARY:

Applicants, Rebecca Eadie and Suzanne Graham, request rezoning of 2.6 +/- acres located off of Hembredge Road tax parcel 002 of tax plat 15N14C from GC, General Commercial (County) to GC, General Commercial (City). There are no plans for development at this time. The owners want to annex and rezone the property to GC for better marketability. The adjacent parcel to the west of this property is within the city and zoned GC, General Commercial. The application originally included two undeveloped parcels, 15N13D 025 and 026, adjacent to the eastern side of this property and part of a residential subdivision, Hembredge Hills, that was platted in 1964. These two parcels have been requested to be removed from the application.

Cherokee County and Planning Commission Recommendation

The Cherokee County Board of Commissioners voted to go to arbitration for this case on December 2, 2025. On December 18, 2025, the Planning Commission voted to recommend approval (3-1) of the annexation and approval (4-0) of the rezoning application to rezone the property to GC with the recommended staff stipulations and the addition of keeping the two residential parcels as an undisturbed buffer. The arbitration process was delayed for the two jurisdictions and the applicant to discuss the case and determine if there was a way to proceed that was agreeable with all parties without the arbitration process. Cherokee County was amenable to the removal of the two residential parcels and the application is now proceeding (see attached Settlement and Release Agreement) with only the one parcel that was already zoned GC in the County. The agreement reserved the right for the County to request stipulations. These stipulations were received by separate letter (see attached document) and are as follows:

Should the property be used or developed for GC (General Commercial) then the following conditions shall apply:

1. *Any Land Disturbance Permit application and plans shall be subject to review and approval by Cherokee County staff prior to the issuance of any permits by the City. This review and approval shall be limited to Stormwater Management and Transportation Engineering areas of expertise. The purpose of this review is to address downstream stormwater impacts as well as ensure the safety of traffic flow for the adjacent residential development.*
2. *There shall be a 35-foot exterior zoning buffer established and preserved between the GC zoned property and any property within a residential zoning district. Any tree located within an exterior buffer shall not be removed or pruned without written attestation by the Georgia Forestry Commission or a Certified Arborist that the subject tree is dead, diseased, or infested.*
3. *Site development plans, architectural design, and signage requirements shall follow the Holly Springs Parkway District Requirements (Section 19.8 and Table 10.1).*
4. *All exterior light fixtures, excluding canopy luminaries, shall be full-cutoff or fully shielded.*
5. *All lighting shall emit a low color temperature light having a Kelvin temperature of no more than three thousand (3,000). Thereby, light emitted from any source on site will be in the "warm" spectrum and light with a bluish color, sometimes referred to as "daylight" lights, which are in the "cool" spectrum are prohibited.*
6. *Uplighting is prohibited except on monument signage.*
7. *No commercial deliveries or garbage pick-up shall be permitted between the hours of 11 p.m. and 6 a.m. Monday through Saturday. No commercial deliveries or garbage pick-up are permitted on Sunday.*
8. *There shall be no outdoor storage on the property.*

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Location Map
2. Tax Plat
3. Staff Analysis
4. CCSD Response
5. Settlement and Release Agreement
6. Cherokee County Requested Stipulations
7. Ordinance and Exhibit

RECOMMENDATION:

The staff recommendation is approval of the request to rezone the property to GC, General

Commercial with the following stipulations:

1. Applicant shall maintain the required 40' undisturbed buffer along the eastern property line and the required 20' undisturbed buffer along the southern property line adjacent to Harbor Creek Apartments.
2. Future lighting shall be environmentally sensitive, with the owner making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
3. The following uses shall be prohibited:
 - a. Adult Entertainment
 - b. Agricultural Implement Sales and Service
 - c. Ambulance Service
 - d. Amusement parks
 - e. Animal hospitals/clinics with outdoor kennels
 - f. Auditorium
 - g. Auto Repair
 - h. Auto Service
 - i. Big Box Commercial Retail Structures
 - j. Boat Sales Facility
 - k. Bowling Alley
 - l. Brew Pub
 - m. Cash, Check Cashing, and Pawn Establishments
 - n. CBD, Hemp, THC. and Tobacco Retail Establishments
 - o. Cellular phone towers
 - p. Fast food restaurant with a drive-thru
 - q. Funeral Homes and Mortuaries
 - r. Go-kart, motor bike track
 - s. Laundering Establishments
 - t. Membership Club Warehouse
 - u. Parking Lot, Automobile
 - v. Tattoo Parlors and Body Piercing Establishments
 - w. Tire sales with outdoor storage
 - x. Used Vehicle Sales, Lease, or Rental
4. All future development shall comply with the Holly Springs Parkway Model Zoning District Guidelines.

CONCURRENCES:

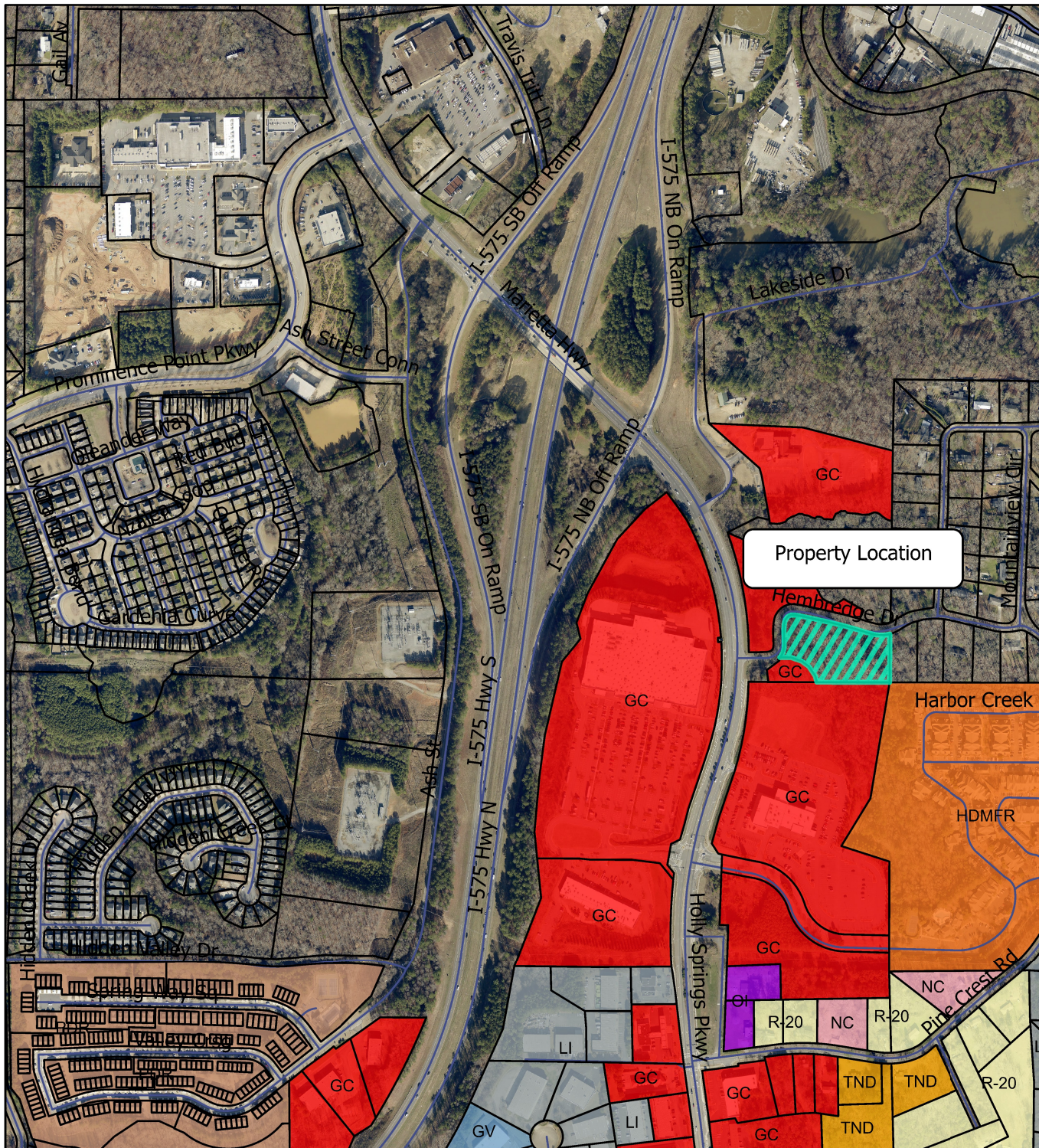
City Manager

A-03-2025 MA-07-2025 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
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- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
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- GV- Governmental
- LI- Light Industrial
- MXD- Mixed Use Overlay
- Streets_2026
- Parcels 2026

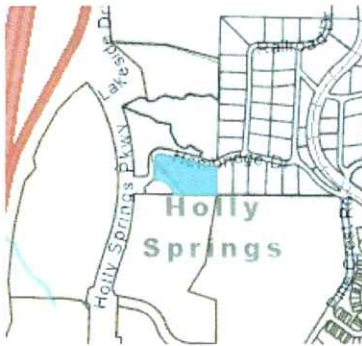


Geocortex Essentials Parcel Report

Cherokee County, GA

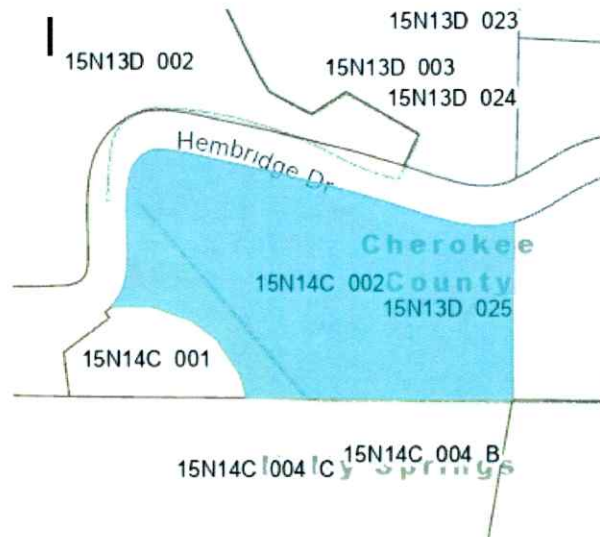
TIN: 15N14C 002

Report generated 10/3/2025 10:14:40 AM



Vicinity Map

1: 18,209.02



Tax parcel highlighted in cyan

1: 2,925.43

Tax Parcel Information

Owner: EADIE FRANK H SR & ANNETTE M

Property Address: 125 Hembridge Dr, Canton 30115

Subdivision:

TIN: 15N14C 002

PIN: 15-0200-0005

Mailing Address: 285 HEMBRIDGE DR, CANTON, GA 30115

Acreage: 2.6

Lot #: -

PB/PG:

DB/PG:

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Staff Analysis

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC GC (County)	NORTH:	Undeveloped Undeveloped
SOUTH:	GC HDMFR	SOUTH:	Nissan Harbor Creek Apartments
EAST:	R-20 (County)	EAST:	Hembredge Hills Subdivision
WEST:	GC	WEST:	Undeveloped

B. Zoning Proposal Review Standards; Study Required for Amendment

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

Surrounding development in the area includes retail uses, a church, single-family residential, car dealership, and apartments. The proposed use of the property under the GC, General Commercial zoning district is compatible with the surrounding uses. Appropriate buffers would need to be in place for the adjacent residential property.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

The development of this property should not cause a substantial adverse effect on adjacent or nearby properties with regards to existing uses or usability.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The property, as currently zoned, would be allowed to develop with those uses associated within the GC, General Commercial and R-20, Single Family Residential zoning districts.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

Depending on the use, additional traffic and use of utilities will be increased; however, the development will follow all design regulations. The more intense uses will be restricted and/or require approval of a Conditional Use Permit. Since the proposed use is a commercial use, the school system will not be impacted.

5. Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

The Future Development Map classifies this property for development within the Parkway Corridor character areas. The Parkway Corridor character area follows Holly Springs Parkway and also encompasses land around interchanges of I-575. The Parkway Corridor is intended to provide primarily a commercial service function, i.e. retail sales, services, and offices, while maintaining quality development standards and sensitive transition to the Holly Springs Town Center. It also includes a high density multi-family residential component.

Application: Existing and new commercial and high density multifamily residential

Primary Future Land Uses: office, retail, service, high density multifamily residential

Zoning Districts: HDMFR, PD-C, NC, GC, OI, GV

6. Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

The proposed commercial use of the property is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Commercial Uses.** Use the character areas and the Future Development Map (FDM) to guide commercial growth and expansion for office/institutional, general commercial, and industrial opportunities. (9.1, #1)
- b) **Commercial-Less Intense Uses.** Encourage the expansion of neighborhood commercial and office/institutional development containing compatible and complimentary uses that do not detract from the city's established residential areas. (9.1, #2)
- c) **Annexation.** Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (9.1, #9)
- d) **Expansion Areas.** Extend character areas and future land uses logically beyond adopted maps, as the city grows through annexation. (9.1, #10)
- e) **Land Use Decisions.** Use the Future Development Map (FDM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals. (9.1, #22)
- f) **Economic Prosperity.** Encourage development or expansion of businesses and industries that are suitable for the community. Factors to consider when determining suitability include job skills required; long-term sustainability; linkages to other economic activities in the region; impact on the resources of the area; or prospects for creating job opportunities that meet the needs of a diverse local workforce. (Quality Community Objective, #1).(9.3, #1)
- g) **Commercial Expansion.** Through land use and annexation policies increase opportunities for all commercial uses, including but not limited to: general

commercial, office/institutional, neighborhood commercial, and industrial. (9.3, #15)

h) When a rezoning or conditional use permit proposal is received in a transitional part of the corridor, the proposal should be carefully regulated, through conditions of rezoning or special use approval, to ensure that building height, building placement, intensities, densities, location of parking, placement of accessory uses, buffers, tree protection, landscaping, exterior lighting, site amenities and other site planning features are compatible with protected neighborhoods. "Compatible" means that the characteristics of different land uses, or activities located near each other are in harmony and without conflict. (10.4, #2).

7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

The development of the property will be held to the environmental development standards for all local, state, and federal requirements. Engineering design and approval will meet all standards.

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

The adjacent property is in an area with multiple parcels zoned and/or developed with commercial uses. This property is already zoned GC in the County and the rezoning of the property to City GC will not increase the intensity of the development currently allowed on the property. Appropriate buffers will help to screen any commercial development.

From: [Mitch Hamilton](#)
To: [Nancy Moon](#)
Subject: Re: Notice of Annexation A-03-2025
Date: Friday, November 7, 2025 2:08:07 PM
Attachments: [Outlook-cd4dcw1k.png](#)

Nancy, received.

We do not have any comments for this case.

Thank You,
Mitch Hamilton
Director, Planning/Facilities/Compliance
Division of Support Services



200 Mountain Brook Ct Canton, GA 30115
770.721.8450 Tel 770.720.6288 Fax

<https://link.edgepilot.com/s/ce2e276e/fnU4ucvOz02dc24Kc0x6sQ?u=http://www.cherokee.k12.ga.us/>

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From: Nancy Moon <nmoon@hollyspringsga.us>
Sent: Monday, November 3, 2025 3:12 PM
To: Mitch Hamilton <Mitch.Hamilton@cherokeek12.net>
Subject: Notice of Annexation A-03-2025

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Pursuant to state law, this is to notify you of an annexation application for the City of Holly Springs. In addition, pursuant to state law, the property is identified in the attached document along with the proposed use and public hearing dates.

Thanks,

Nancy Moon, AICP
Community Development Director
City of Holly Springs

(770)345-5536
nmoon@hollyspringsga.us

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

CAUTION! - This email originated outside of our organization. Use extreme caution before opening attachments or clicking on any links. Make sure you know the sender and expect to receive email from them.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the "Settlement Agreement") is made and entered into this 16th day of June, 2026, by and between Cherokee County, a political subdivision of the State of Georgia (the "County"), and Rebecca L. Eadie and Suzanne E. Graham, as Successor Trustees of the 2009 Eadie Family Revocable Trust, dated November 19, 2009 (collectively, "Owner-Applicants"). County and Owner-Applicants may be collectively referred to as the "Parties."

RECITALS

WHEREAS, the Owner-Applicants own certain property known as Tax Parcels 15N14C 002, 15N13D 025, and 15N13D 026, Cherokee County, Georgia, as more particularly described on that certain Annexation Application attached hereto as Exhibit "A" (the "Property");

WHEREAS, the portion of the Property consisting of Tax Parcels 15N13D 025 and 15N13D 026 (the "Residential Parcels") are currently zoned by County standards as R-20 Single Family Residential;

WHEREAS, the portion of the Property consisting of Tax Parcel 15N14C 002 (the "Commercial Parcel") is currently zoned by County standards as GC General Commercial;

WHEREAS, on or about October 31, 2025, the City of Holly Springs, Georgia ("City") received an application to annex the Property into the municipal limits of the City (the "Annexation Application");

WHEREAS, the Annexation Application contemplates that the Property will be zoned to the City's GC zoning classification upon annexation;

WHEREAS, on or about December 16, 2025, and pursuant to the provisions of Title 36, Chapter 36, Article 7 of the Official Code of Georgia¹ (the "Annexation Dispute Resolution Law"), the County delivered to the City its objection to the annexation of the Property (the "Annexation Dispute");

WHEREAS, immediately following the County's objection to the proposed annexation, arbitration proceedings, as contemplated in the Annexation Dispute Resolution Law, were initiated with the Georgia Department of Community Affairs;

WHEREAS, the Arbitration Panel was appointed, pursuant to O.C.G.A. § 36-36-114, on December 29, 2025;

WHEREAS, the County, City, and Owner-Applicants have continued good faith negotiations as required by O.C.G.A. § 36-36-119, in an effort to resolve, if reasonably possible, the objections asserted by the County; and

¹ O.C.G.A. § 36-36-110, *et seq.*

WHEREAS, rather than participate in the Arbitration Hearing, the Parties hereto now desire to affect a negotiated settlement of each and every dispute between and among them, entered into voluntarily, for the purpose of resolving the Annexation Dispute without further trouble and expense, and to provide for a mutual general release of claims, all as hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all the Parties hereto, intending to be legally bound, hereby agree to the above recitals and as follows:

1. The Owner-Applicants agree to amend the Annexation Application by withdrawing the request to annex the Residential Parcels. The Owner-Applicants agree to withdraw the annexation application for the Residential Parcels within three (3) days of the execution of this Settlement and Release Agreement. Such withdrawal shall not affect the proposed annexation of the Commercial Parcel into the corporate limits of the City.
2. The Owner-Applicants shall provide written notice of the withdrawal contemplated in Paragraph 1 above to the County on the same day as the withdrawal is submitted to the City.
3. Upon the withdrawal of the Residential Parcels from the Annexation Application, the County's objection to the Annexation Application shall be deemed immediately withdrawn, and the annexation of the Commercial Parcel may proceed in accordance with applicable State and City procedures. The County shall provide notice of such withdrawal to the City, the Owner-Applicants, the Georgia Department of Community Affairs, and the panel assembled for the Annexation Arbitration in the manner provided by law.
4. Provided the Residential Parcels are withdrawn as contemplated in Paragraph 1, the County will not object to the annexation of the Commercial Parcel or engage in any action that could delay, threaten, or in any way prevent the Property from being annexed into the City and rezoned to the City's GC zoning designation, provided, however, that the County shall be permitted to submit requested conditions of zoning to the City without being deemed to have violated the provisions of this Paragraph.
5. The Parties agree that contract zoning is not permissible in Georgia. The Parties agree that nothing in this Agreement shall be construed as the City's advance agreement to annex the Property or rezone the Property to any particular zoning designation. Both Owner-Applicants and the County agree that the City shall retain full legislative discretion to approve, approve with conditions, or deny outright the contemplated annexation and rezoning. The City is not a party to this Agreement and is therefore not bound by any of the provisions contained herein.
6. **NOTICE**. All notices required or permitted to be given pursuant to this Agreement shall be in writing, delivered in person or mailed postage prepaid by certified or registered mail, return receipt requested, with a required copy to be sent via e-mail, and

shall be effective from the date of mailing or upon delivery by hand. Notices shall be directed as follows:

To Owner-Applicants: Rebecca L. Eadie
5411 Austell Road
Austell, GA 30117
readie@extrasglobal.com

Suzanne E. Graham
2218 Hog Liver Road
Carrollton, GA 30117
suzanneg2218@gmail.com

To the County: Cherokee County Board of Commissioners
ATTN: Geoff Morton, County Manager
1130 Bluffs Parkway
Canton, GA 30114
gmorton@cherokeecountyga.gov

Copy to: Angela E. Davis, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040
adavis@jarrard-davis.com

7. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement among the Parties and all previous discussions, understandings, and agreements with respect to the matters included in this Agreement are merged herein. This Agreement may not be changed orally but only in writing, signed by the Parties hereto, and shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, affiliates, partnerships, corporations, legal representatives, shareholders, directors, officers, employees, agents, contractors, attorneys, and insurers.
8. **CONSULTATION WITH COUNSEL.** The Parties affirm that they have had an adequate opportunity to consult with their own legal counsel, that they have been advised of their rights, and that the terms of this Agreement have been completely read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, on account of the claims related to the Annexation Application or the Annexation Dispute referenced hereinabove.
9. **RIGHT TO ENFORCE THIS AGREEMENT.** The Parties' releases contained herein shall not be a bar to enforcing this Agreement.

10. **COMPROMISE OF DISPUTES; NO ADMISSION OF LIABILITY.** This Agreement represents the compromise of disputed claims and is not an admission of liability by any Party. Neither the existence of this Agreement, nor the settlement and release accomplished by this Agreement, shall be cited, used, construed, or interpreted as an admission of liability by any Party. Further it is understood and agreed by the Parties that the consideration given pursuant to this Agreement is not to be construed in any way as an admission of liability by any Party but, rather, that said consideration is given in compromise and settlement of the disputes identified herein. This Agreement is given by the Parties voluntarily and is not based upon any representation or statement of any kind made by any Party or their representatives as to the merits, legal liability or value of any claim against any Party (and all subsidiaries, divisions and related companies) or any matter relating thereto. It is expressly agreed that all liability of any kind whatsoever to the other Parties is denied and that the sole purpose of this Agreement is to avoid the costs and risks attendant to litigation.
11. **MUTUAL RELEASE.** As of the date of the final execution of this Agreement by all Parties, each Party, on behalf of itself, its directors, officers, elected and appointed officials, employees, parent companies, wholly-owned subsidiaries, partners, shareholders, insurers, heirs, successors and assigns, agents, affiliates, representatives, servants, attorneys and each of them, does voluntarily hereby fully and forever mutually release, acquit, and discharge each of the other Parties and those Parties' respective directors, officers, elected and appointed officials, employees, parent companies, wholly-owned subsidiaries, partners, shareholders, insurers, successors and assigns, agents, affiliates, representatives, servants, and attorneys from any and all past, present or future claims, debts, compensation, liabilities, demands, obligations, damages, costs, statutory penalties, expenses, attorneys' fees, judgments, suits, grievances, actions and causes of action whatsoever, of every nature, character or description, whether in law or in equity, whether known or unknown, whether contingent or non-contingent or whether past, present or future, which a Party may now or hereafter have or assert related to the disputes described herein and/or in the Annexation Dispute.
12. **FUTURE ACTION.** The Parties agree that they will not hereafter commence any administrative or civil action or make any claim against each other arising out of or related to the disputes released herein and/or in the Annexation Dispute.
13. **HEIRS, SUCCESSORS AND ASSIGNS.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators, legal representatives, successors, agents, elected and appointed officials and assigns. Further, the Parties represent and warrant that no claims, rights or obligations related to the disputes addressed by this Agreement have been assigned or transferred, expressly or impliedly by operation of law, to any other person or party, and no person or parties are subrogated to the rights of the Parties in this matter, and all claims released herein are owned exclusively by the Parties with sole authority to release them.

14. **BROADLY CONSTRUED.** The Parties intend that this Agreement be construed as broadly as possible to effectuate their intention that complete, mutual releases be exchanged. Nothing contained in the releases, however, shall affect any claim arising under or related to this Agreement, pursuant to which these mutual releases are given, arising on or after the date of final execution of this Agreement.
15. **INVALIDITY OF PROVISIONS; SEVERABILITY.** Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of the Agreement shall remain in full force and effect to the extent possible, as if the Agreement had been executed with the invalid portion hereof eliminated and, if applicable, compliant language inserted, it being the intention of the Parties that they would have executed the Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
16. **AGREEMENT CONSTRUCTION AND INTERPRETATION.** The Parties represent that they have reviewed and become familiar with this Agreement and have notified the other party of any discrepancies, conflicts or errors. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Further, as used in this Agreement, the plural includes the singular, and the singular includes the plural.
17. **ATTORNEYS' FEES.** Each Party shall bear its own costs and attorneys' fees, including all costs, attorneys' fees and expenses, related to the settlement of the disputes described herein.
18. **AMENDMENTS.** This Agreement may be amended, modified or altered at any time only upon the approval of all Parties; any such amendment must be in writing and signed by all Parties in order for such amendment to be of any force and effect.
19. **SURVIVAL.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.
20. **APPLICABLE LAW.** This Agreement shall be subject to and governed by the laws of the State of Georgia, without regard to conflict of law rules. The Parties hereby consent that jurisdiction is proper in the State of Georgia for any action arising out of, under, or in connection with this Agreement, and that venue is proper exclusively in the Superior Court of Cherokee County, Georgia, for any action arising out of this Agreement.

21. **COUNTERPARTS.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of this Agreement.
22. **NOT EVIDENCE.** This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.
23. **FURTHER ACTS.** In addition to the acts recited in this Agreement, the Parties agree to perform, or cause to be performed on the date of this Agreement, or thereafter, any and all such further acts as may be reasonably necessary to consummate this Agreement. Each of the Parties agrees to execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.
24. **AUTHORITY.** Each person(s) executing this Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and caused their respective seals to be hereunto affixed, all to be effective as of the day and year first above-written.

COUNTY:

CHEROKEE COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:

Clerk, Board of Commissioners

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

OWNER-APPLICANTS:

By: Rebecca A. Eadie

Name: **REBECCA L. EADIE,**
individually, and as Successor
Trustee of the 2009 Eadie Family
Revocable Trust, dated November
19, 2009

By: Suzanne E. Graham

Name: **SUZANNE E. GRAHAM,**
individually, and as Successor
Trustee of the 2009 Eadie Family
Revocable Trust, dated November
19, 2009

☐

EXHIBIT A

[ANNEXATION APPLICATION]



June 29, 2026

VIA E-MAIL

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115
nmoon@hollyspringsga.us

RE: A-03-2025 – Hembredge Road

Dear Ms. Moon:

This office and the undersigned represent Cherokee County, Georgia (the “County”). As you know, the County and the property owner recently resolved the County's objection to the proposed annexation of the Hembredge Road properties. Pursuant to that settlement, two of the three parcels originally included in the annexation application have been withdrawn, leaving a single parcel to proceed through the City's annexation and zoning process. As reflected by the County's withdrawal of its objection, Cherokee County does not object to the annexation of the remaining parcel.

The County requests, however, that the City Council consider imposing the zoning conditions attached hereto as Exhibit “A” as part of any approval of the corresponding zoning request of the remaining parcel to be annexed. These conditions were developed to address land use and compatibility considerations associated with the property and are intended to promote an orderly transition of the parcel into the City while helping ensure that future development remains compatible with the surrounding area.

The County believes that incorporation of these conditions will further the interests of both jurisdictions by providing clarity regarding the property's future development and by helping to preserve the character of the surrounding community.

Thank you for your consideration of this request.

Sincerely,

JARRARD & DAVIS, LLP

A handwritten signature in blue ink that reads "Molly Esswein". The signature is written in a cursive, flowing style.

Molly Esswein

enclosure
MNE/art

cc: Bobby Dyer, City Attorney
Geoff Morton, County Manager
Cherokee County Board of Commissioners

Exhibit "A"

Should the property be used or developed for GC (General Commercial) then the following conditions shall apply:

1. Any Land Disturbance Permit application and plans shall be subject to review and approval by Cherokee County staff prior to the issuance of any permits by the City. This review and approval shall be limited to Stormwater Management and Transportation Engineering areas of expertise. The purpose of this review is to address downstream stormwater impacts as well as ensure the safety of traffic flow for the adjacent residential development.
2. There shall be a 35-foot exterior zoning buffer established and preserved between the GC zoned property and any property within a residential zoning district. Any tree located within an exterior buffer shall not be removed or pruned without written attestation by the Georgia Forestry Commission or a Certified Arborist that the subject tree is dead, diseased, or infested.
3. Site development plans, architectural design, and signage requirements shall follow the Holly Springs Parkway District Requirements (Section 19.8 and Table 10.1).
4. All exterior light fixtures, excluding canopy luminaires, shall be full-cutoff or fully shielded.
5. All lighting shall emit a low color temperature light having a Kelvin temperature of no more than three thousand (3,000). Thereby, light emitted from any source on site will be in the "warm" spectrum and light with a bluish color, sometimes referred to as "daylight" lights, which are in the "cool" spectrum are prohibited.
6. Uplighting is prohibited except on monument signage.
7. No commercial deliveries or garbage pick-up shall be permitted between the hours of 11 p.m. and 6 a.m. Monday through Saturday. No commercial deliveries or garbage pick-up are permitted on Sunday.
8. There shall be no outdoor storage on the property.

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 2.6 +/- acres, identified as tax parcel 002 of tax plat 15N14C of the 15th District of Cherokee County identified in Exhibit A, Location Map, from GC, General Commercial (County) to GC, General Commercial (City); and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Rebecca Eadie and Suzanne Graham, requesting rezoning in the City of Holly Springs, Georgia, concerning 2.6 +/- acres, identified as tax parcel 002 of tax plat 15N14C of the 15th District of Cherokee County identified in Exhibit A, Location Map, from GC, General Commercial (County) to GC, General Commercial (City);

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 2.6 +/- acres, identified as tax parcel 002 of tax plat 15N14C of the 15th District of Cherokee County identified in Exhibit A, Location Map, is hereby rezoned from GC, General Commercial (County) to GC, General Commercial (City);

Section 2

The approval of this application has the following stipulations attached:

1. Applicant shall maintain the required 40' undisturbed buffer along the eastern property line and the required 20' undisturbed buffer along the southern property line adjacent to Harbor Creek Apartments.
2. Future lighting shall be environmentally sensitive, with the owner making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
3. The following uses shall be prohibited:
 - a. Adult Entertainment
 - b. Agricultural Implement Sales and Service
 - c. Ambulance Service
 - d. Amusement parks
 - e. Animal hospitals/clinics with outdoor kennels
 - f. Auditorium
 - g. Auto Repair
 - h. Auto Service
 - i. Big Box Commercial Retail Structures
 - j. Boat Sales Facility
 - k. Bowling Alley
 - l. Brew Pub
 - m. Cash, Check Cashing, and Pawn Establishments
 - n. CBD, Hemp, THC. and Tobacco Retail Establishments
 - o. Cellular phone towers

- p. Fast food restaurant with a drive-thru
 - q. Funeral Homes and Mortuaries
 - r. Go-kart, motor bike track
 - s. Laundering Establishments
 - t. Membership Club Warehouse
 - u. Parking Lot, Automobile
 - v. Tattoo Parlors and Body Piercing Establishments
 - w. Tire sales with outdoor storage
 - x. Used Vehicle Sales, Lease, or Rental
4. All future development shall comply with the Holly Springs Parkway Model Zoning District Guidelines.

Section 3

This ordinance shall become effective August 1, 2026, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 3 above, whether or not they have been physically made and represented. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted the 20th day of July, 2026, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

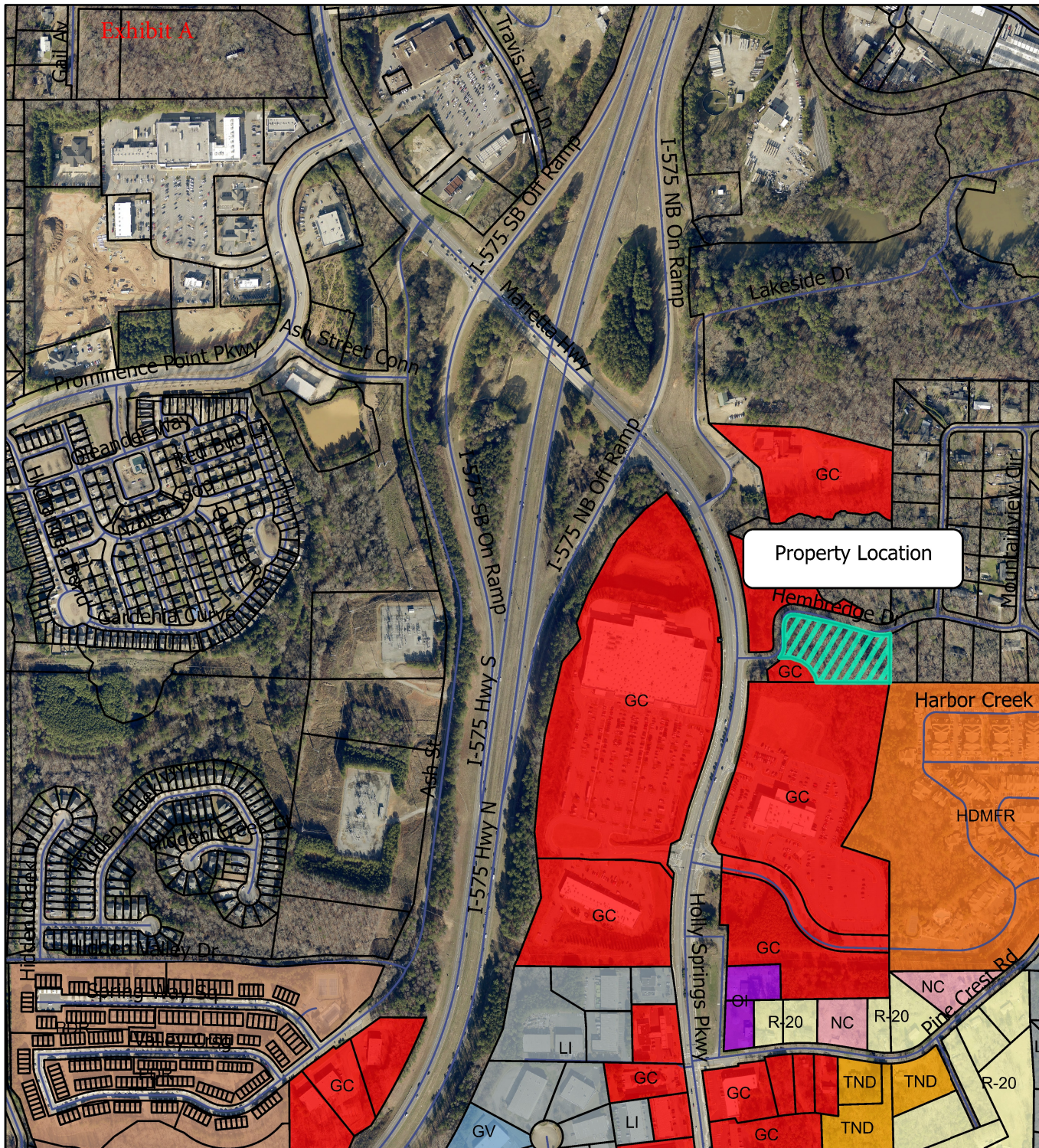
Exhibit A

A-03-2025 MA-07-2025 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV- Governmental
- LI- Light Industrial
- MXD- Mixed Use Overlay
- Streets_2026
- Parcels 2026



ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Nancy Moon, Community Development Director

MEETING DATE: July 20, 2026

AGENDA ITEM: A-01-2026, applicant, Jack Baltar, requests annexation of 23.68 +/- acres located off of Swan Lane, Cherokee County, GA, tax parcel 524A of tax plat 15N20.

EXECUTIVE SUMMARY:

Jack Baltar, applicant, requests annexation of 23.68 acres located off of Swan Lane, tax parcel 15N20 524A. The applicant has also requested rezoning of the property from R-40, Single Family Residential Estate (County) to R-40, Residential Estate (City) for the purposes of developing a single-family subdivision consisting of 7 lots ranging from 2.19 acres to 5.67 acres. One lot has an existing house.

Cherokee County Recommendation

The Cherokee County Board of Commissioners discussed this case on May 19, 2026. The BOC voted unanimously to request that the following recommendations be considered:

1. The proposed road must be a minimum of 20 ft. wide and capable of supporting 75,000 lbs. to ensure adequate fire and emergency service access.
2. First stream headwaters have not been verified for spring heads on the property. The application must acquire an environmental consultant to identify headwater location. The local issuing authority should also confirm the location.

The letter from the BOC and Cherokee County staff comments are included in the packet.

Planning Commission Recommendation

The Planning Commission heard this case at its June 11, 2026, public hearing. A number of residents spoke about the number of homes, traffic, undevelopable property, water service, road maintenance, environmental concerns, and trees being removed. The Planning Commission voted to recommend approval (5-0) of the annexation.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Location Map
2. Conceptual Site Plan
3. Cherokee County Response
4. Letters from Area Residents
5. Ordinance and Exhibit

RECOMMENDATION:

The staff recommendation is approval of the request to annex.

CONCURRENCES:

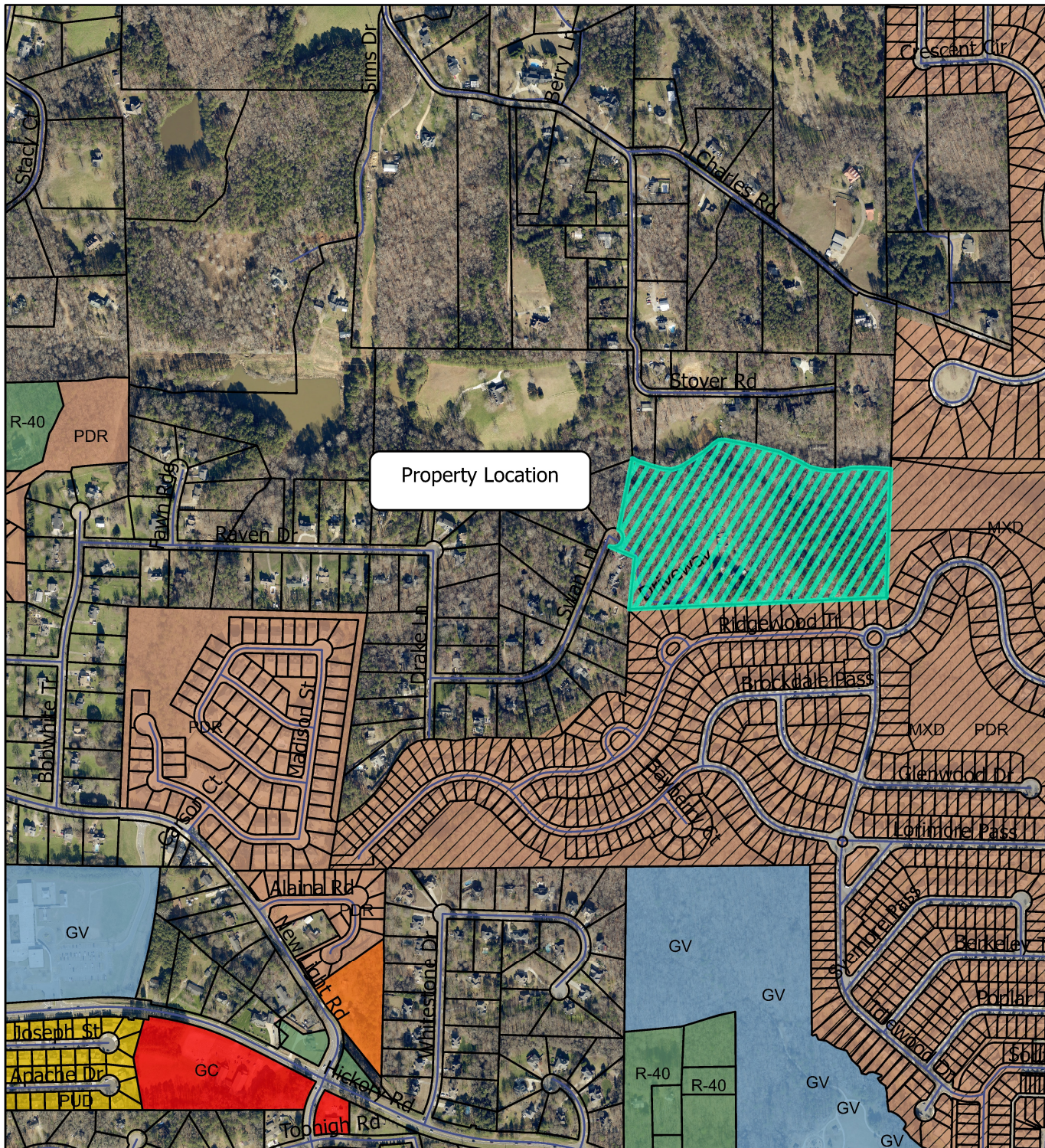
City Manager

A-01-2026 MA-01-2026 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV-Governmental
- LI- Light Industrial
- MXD-Mixed Use Overlay
- Streets_2026
- Parcels 2026



Cherokee County



PLANNING AND ZONING

May 26, 2026

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

RE: A-01-2026 – 790 Swan Lane

Dear Mrs. Moon:

The annexation case A-01-2026 – 790 Swan Lane was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on May 19, 2026. The applicant is requesting to annex and rezone one parcel totaling 23.68+/- acres (15N20 534A) for a proposed seven lot residential subdivision.

The Board of Commissioners voted unanimously (5-0) to request that the following recommendations be considered as conditions should the city pursue any zoning action.

1. The proposed road must be a minimum of 20 ft wide and capable of supporting 75,000 lbs. to ensure adequate fire and emergency service access.
2. First stream headwaters have not been verified for spring heads on the property. The applicant must acquire an environmental consultant to identify headwater location. The local issuing authority should also confirm the location.

Please find our complete staff analysis attached, which includes planning and zoning, transportation, stormwater, and fire and emergency services comments. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Long".

Catherine Long
Planning Division Manager

Per O.C.G.A. § 36-3613 (set forth in full at the end of this document for your ease of reference), a land use objection can be made by majority vote of the Board of Commissioners in the event of a material increase in burden upon the County which is quantifiable and otherwise meets the requirements of the statute. In order for a land use objection to be considered timely, it must be completed in time for the BOC to vote upon it in open session and served upon the annexing municipality within 45 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested.

City	Holly Springs
Case Number A-01-2026	Applicant Jack Baltar
Receipt of Certified Annexation Notice	04/23/2026
City Council Public Hearing	06/11/2025
Meeting date the Board of Commissioners must decide whether to object (45 days)	06/06/2026
City Council Decision	07/06/2026

Staff is requested to review the application for annexation and provide a response to the following questions.

	Yes	No
Is the property to be annexed contiguous to city jurisdictional boundary?	X	
Future Development Map designation	Suburban Living	
Surrounding / Contiguous City Future Development Map	Suburban Neighborhood	
Surrounding County Future Development Map	Suburban Living	
Does this annexation create an "island" of unincorporated land?		X

1) If the application is granted will there be a material increase in burden upon the County directly related to:

	Yes	No
a) the proposed change in zoning or land use?		X
b) the proposed increase in density?		X
c) infrastructure demands related to the proposed change in zoning or land use?		X

	Yes	No
2) Will delivery of services be affected by the annexation?		X

If the answer to (2) is yes, is the affect on delivery of services directly related to a) the proposed change in zoning or land use? b) the proposed increase in density? c) infrastructure demands related to the proposed change in zoning or land use? Note: Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in items (a), (b), and/or (c) of Section 1 above.	
--	--

	Yes	No
3) If there is a material increase in burden caused by items (a), (b), and/or (c) of Section 1 above, can your department provide evidence of any financial impact?		
If the answer to (3) is yes, please provide the evidence		

4) Does the proposed change in zoning or land use result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use?	Yes	No
		X
If the answer to (4) is no, does the proposed change in zoning or land use result in:		
	Yes	No
a) a use which significantly increases the net cost of infrastructure?		X
b) a use which significantly diminishes the value or useful life of a capital outlay project, as such term is defined in O.C.G.A. 48-8-110, which is furnished by the county to the area to be annexed?		X
If the answer to 4(a) or 4(b) is yes, then:		
	Yes	No
c) Does the proposed change in zoning or land use differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan?		

d) Does the proposed change in zoning or land use differ substantially from the existing uses permitted for the property pursuant to the county's zoning ordinance or its land use ordinances?

Comments: This annexation consists of one 23.68 +/- acre parcel that is inside the growth boundary. The applicant intends for the property to remain R-40 (Residential) for the development of a 7-lot residential neighborhood. The applicant indicates that water is available and sewer will be provided through septic.

Planning:

- The property is within the growth boundary.
- The development has a density of 0.3 du/a.

Fire:

- The road must meet the 20 ft wide minimum requirement and support up to 75,000lbs.
- The development will need an additional fire hydrant.
- A water flow test shall be conducted to ensure that the development has adequate water supply

Transportation:

- No comment.

Stormwater:

- The access easement does not meet any standard width or cross-sections from the County. Rural cross-section requires 60 feet with 8-foot shoulder and ditches, urban cross-section requires 50 feet with curb and gutter etc.
- No stormwater management is shown. Rural classification would require detention/channel protection, major subdivision would require detention, channel protection, and water quality.
- Future conditions floodplain is not shown to the north. AutoCAD file of this can be downloaded from GIS website.
- First stream headwaters have not been verified, recommend that an environmental consultant confirm headwater location and LIA confirm.
- Stream crossings are subject to USACE requirements depending on crossing method (pipes or arch culverts).

O.C.G.A. § 36-36-113. Reasons for objection to annexation

(a) The county governing authority may by majority vote object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:

- (1) The proposed change in zoning or land use;
- (2) Proposed increase in density; and
- (3) Infrastructure demands related to the proposed change in zoning or land use.

(b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.

(c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in [Code Section 36-36-111](#).

(d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:

(1) Result in:

(A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or

(B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in [Code Section 48-8-110](#), which is furnished by the county to the area to be annexed; and

(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.

Attention: Nancy Moon, Community Development Director

Re: Swan Lane Annexation Case

From: Concerned Resident on Raven Drive

Dear Ms. Moon and Members of the Planning Commission,

I am writing to ensure my voice is included prior to the June 11th public hearing, as I am unable to attend in person due to childcare. My comments refer to Case # MA-04-2026.

I want to state clearly and firmly that I am opposed to the proposed annexation and rezoning of this tax parcel. My concerns are significant and rooted in the long-term impact this decision could have on our community.

The proposed rezoning sets a precedent that could open the door for other nearby R-40 Single Family Residential Estate parcels to pursue similar changes. This area includes multiple parcels that could quickly become targets for additional development pressure.

I am deeply concerned about the environmental implications of developing this parcel, especially since it will likely result in additional housing construction. Will this rezoning and annexation make it easier for the property owners to bypass or minimize environmental safeguards, including protections for streams and surrounding natural resources?

If new homes are built, the construction phase will bring months of heavy vehicle traffic through small neighborhood roads that are not designed for that level of strain. This would create unnecessary wear on our roads and disruption for the residents who rely on them daily.

Emergency vehicle access to this parcel also appears questionable. Based on the current layout, it seems unlikely that emergency services could reliably and safely reach the property without delay.

For these reasons, I strongly oppose this annexation and rezoning request. I respectfully ask that you consider the long-term consequences for our community, our environment, and our safety. Thank you for your time and for allowing my concerns to be part of the public record.

Sincerely,

Raven Drive Resident

Dear Ms. Moon and Members of the Planning Commission,

I am submitting these comments ahead of the June 11th hearing for **Case # MA-04-2026**, as I will be unable to attend due to work obligations. I appreciate the opportunity to have my concerns included in the public record.

I am firmly opposed to the proposed annexation and rezoning of this parcel. My concerns stem from the long-term effects this decision could have on the surrounding neighborhoods and the precedent it may set for future land-use changes.

One of my primary worries is that approving this request could encourage additional nearby R-40 parcels to pursue similar rezoning efforts. This area contains several large lots that could quickly become vulnerable to development pressure if this case moves forward.

I am also troubled by the environmental impact that would have. Any development on this land would inevitably lead to new home construction, which raises questions about how well natural resource safeguards will be upheld. I am concerned that annexation and rezoning may make it easier for these protections to be reduced or bypassed.

Construction traffic is another issue that cannot be overlooked. Our neighborhood roads are not built to handle prolonged periods of heavy equipment, contractor vehicles, and supply deliveries. This would create unnecessary wear on the roads and daily disruption for residents who rely on them.

For these reasons, I respectfully urge the Planning Commission to deny this annexation and rezoning request. The long-term implications for safety, environmental stewardship, and neighborhood stability are too significant to overlook.

Thank you for your time and for considering my perspective.

Sincerely,

A Concerned Resident on Swan Lane

Attention: Nancy Moon, Community Development Director
Re: Annexation and Rezoning Applications: A-01-2026, MA-04-2026
From: Concerned Resident- Harmony on the Lakes

Dear Ms. Moon and Members of the Planning Commission,

I am writing to ensure my voice is included prior to the June 11th public hearing, as I am unable to attend in person due to surgery, Total Knee Replacement. I want to state clearly and firmly that I am opposed to the proposed annexation and rezoning of this tax parcel. My concerns are significant and rooted in the long-term impact this decision could have on our community.

The proposed rezoning sets a precedent that could open the door for other nearby R-40 Single Family Residential Estate parcels to pursue similar changes. This area includes multiple parcels that could quickly become targets for additional development pressure.

While I respect the rights of property owners to request annexation, I have major concerns about how this transition will impact my home. I respectfully request that the City of Holly Springs mandate the following legally binding conditions should this application move forward:

Protection of Existing Privacy Fence: I have an existing privacy fence along the shared property line. I request a mandatory construction setback from this boundary to ensure heavy machinery does not damage, destabilize, or encroach upon my fence.

Substantial Undisturbed Buffers: I request a strict, mandatory, and undisturbed natural buffer of at least 40 feet along our shared property line to transition safely from the new development to my existing home.

Stormwater Control: Because this project will add high-density buildings and pavement right behind my yard, I request a strict review of the stormwater management plan to guarantee that grading does not cause flooding or mud runoff onto my property.

I request to be notified of all future meeting dates, staff reports, and revisions regarding case **A-01-2026**. Thank you for your time and for protecting the investments of existing community residents.

I strongly oppose this annexation and rezoning request. I respectfully ask that you consider the long-term consequences for our community, our environment, and our safety.

Thank you for your time and for allowing my concerns to be part of the public record.

Sincerely,
Harmony on the lakes Resident

ANNEXATION ORDINANCE

An Ordinance to annex property in the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said annexation and zoning; and for other purposes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLY SPRINGS:

The following area contiguous to the City of Holly Springs is hereby annexed and zoned into and is made part of said City:

Section 1

23.68+/- acres, identified as parcel 524A of tax plat 15N20 of the 15th District of Cherokee County, located off of Swan Lane and more particularly identified by "Exhibit A, Location Map," the tax plat identifying the subject tract (attached).

Section 2

Upon annexation, this tract shall be placed in Ward Number 3 of the corporate limits of the City of Holly Springs, Georgia.

Section 3

Upon annexation, this tract shall be zoned R-40, Single Family Residential Estate (County).

Section 4

This ordinance shall become effective on the 1st day of August, 2026.

Section 5

The City Clerk of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area annexed to the Cherokee County Board of Commissioners, as well as, notify the Georgia Department of Community Affairs within thirty (30) days after the effective date of the annexation as set forth in section 3 above.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this 20th day of July, 2026, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Attest:

Ryan P. Shirley, Mayor

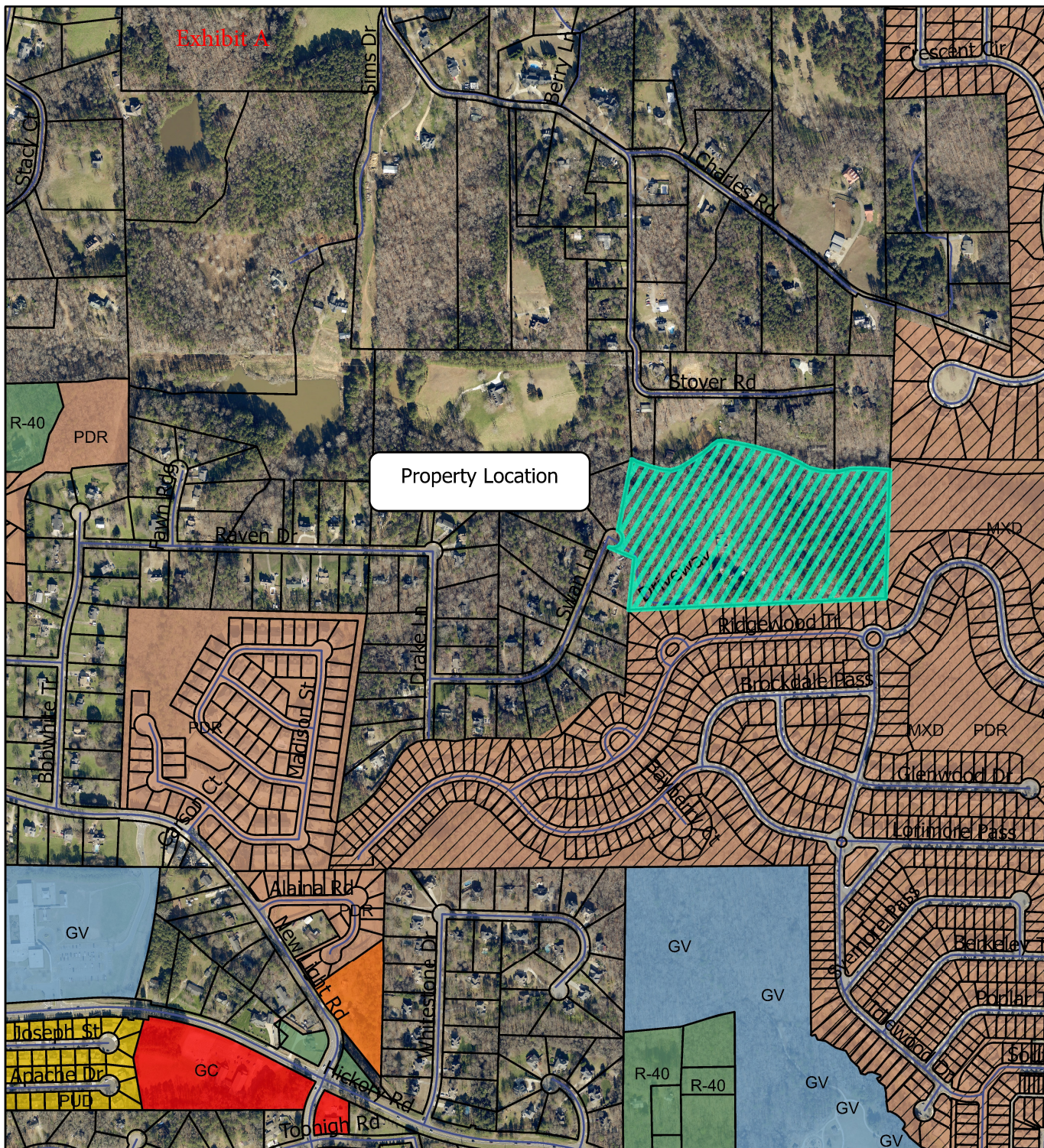
Karen Norred, City Clerk
(Seal)

A-01-2026 MA-01-2026 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV-Governmental
- LI- Light Industrial
- MXD-Mixed Use Overlay
- Streets_2026
- Parcels 2026



ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Nancy Moon, Community Development Director

MEETING DATE: July 20, 2026

AGENDA ITEM: MA-01-2026, applicant, Jack Baltar, requests rezoning of 23.68+/- acres off of Swan Lane, Holly Springs, GA, tax parcel 524A of tax plat 15N20, from R-40, Single Family Residential Estate (County), to R-40, Single Family Residential Estate (City) with staff stipulations.

EXECUTIVE SUMMARY:

Jack Baltar, applicant, requests rezoning of 23.68 acres located off of Swan Lane, tax parcel 15N20 524A, from R-40, Single Family Residential Estate (County) to R-40, Residential Estate (City) for the purposes of developing a single-family subdivision consisting of 7 lots ranging from 2.19 acres to 5.67 acres, a density of 0.3 units/acre. The applicant has also requested annexation of the property.

Cherokee County Recommendation

The Cherokee County Board of Commissioners discussed this case on May 19, 2026. The BOC voted unanimously to request that the following recommendations be considered:

1. The proposed road must be a minimum of 20 ft. wide and capable of supporting 75,000 lbs. to ensure adequate fire and emergency service access.
2. First stream headwaters have not been verified for spring heads on the property. The application must acquire an environmental consultant to identify headwater location. The local issuing authority should also confirm the location.

The letter from the BOC and Cherokee County staff comments are included in the packet.

Planning Commission Recommendation

The Planning Commission heard this case at its June 11, 2026, public hearing. A number of residents spoke about the number of homes, traffic, undevelopable property, water service, road maintenance, environmental concerns, and trees being removed. The Planning Commission voted to recommend approval (5-0) of the rezoning with staff stipulations.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Location Map
2. Conceptual Site Plan
3. Staff Analysis
4. Cherokee County Response
5. Letters from Area Residents
6. Ordinance and Exhibits

RECOMMENDATION:

The staff recommendation is approval of the request to rezone the property to R-40 with the following stipulations:

1. Lighting shall be environmentally sensitive lighting, with the owner making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
2. Future development shall comply with the regulations of the Holly Springs Zoning Ordinance, Article 19: Design Guidelines for Model Zoning Districts, Section 19.10-3: East Residential District Requirements-Architectural Design.

CONCURRENCES:

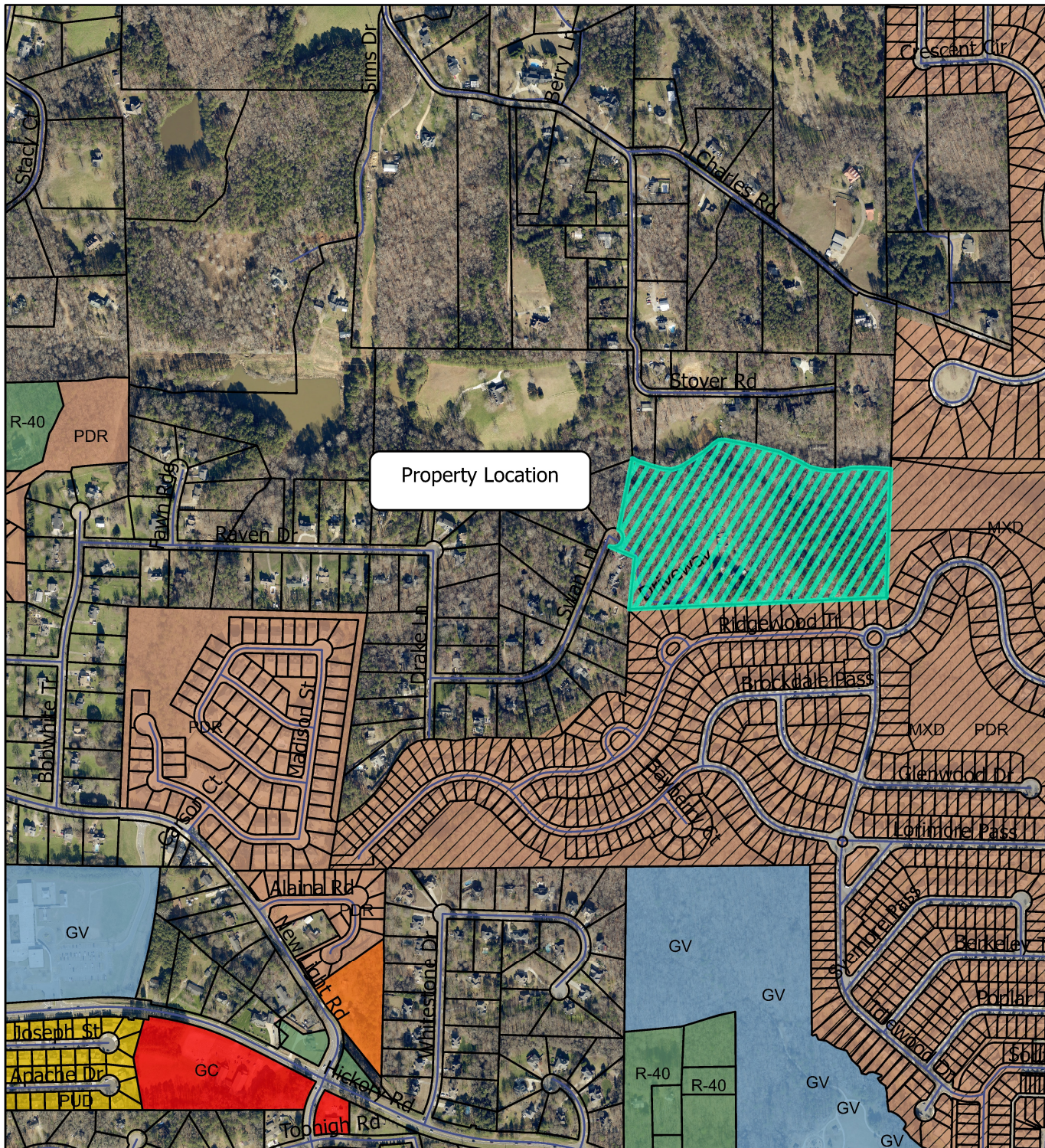
City Manager

A-01-2026 MA-01-2026 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV-Governmental
- LI- Light Industrial
- MXD-Mixed Use Overlay
- Streets_2026
- Parcels 2026



Staff Analysis

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	R-80 (County)	NORTH:	Single Family Residential
SOUTH:	PDR	SOUTH:	Harmony on the Lakes
EAST:	PDR	EAST:	Harmony on the Lakes
WEST:	R-40	WEST:	Quail Pointe

B. Zoning Proposal Review Standards; Study Required for Amendment

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

Surrounding development in the area includes single-family residential with a mix of lot sizes. The proposed development is consistent with that of surrounding property. The zoning designation is not changing, R-40 (County) to R-40 (City), just the jurisdiction.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

The proposed use is that which is currently permitted under the R-40 zoning district and the development as proposed will not adversely affect the adjacent properties.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The property, as currently zoned, would be allowed to be utilized with uses associated with the R-40 zoning district.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

All development will meet local and state regulations. Cherokee County had concerns about the road; however, Holly Springs regulations will require that the road be built to a Residential 1 standard. The number of lots does not impact the school greatly and the Cherokee County School Board has stated, "This proposed annexation is below the 25-lot threshold established by CCSD to generate a noticeable impact to the schools."

5. Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM)?

The Future Development Map identifies this property with the character area of Suburban Neighborhood. This character area corresponds with conventional suburban subdivisions with approximately 1/3 acre to 1-acre lots that have curvilinear streets.

Houses are set back from the road, and lots are spacious. Streets are built to a relatively wide standard when compared with traditional neighborhoods. Connectivity is not necessarily provided, although an objective of this character area is to provide for pedestrian activity and connections among subdivisions to provide more of a true “neighborhood” feel, as opposed to each tract being developed without consideration of connecting to abutting properties. Another key objective for this character area is the provision of connected open spaces that are permanently protected. With such protected open space, it is possible for this character area to preserve a more rural, open-space feel if conservation lands are set aside and scenic view analyses are incorporated into development plans. Acceptable uses include single-family residences, stick-built (excluding manufactured homes), along with supportive civic, institutional, and recreational uses. These areas are served by public water supply but not necessarily sanitary sewer service.

Application: Existing and new single-family residential neighborhoods.

Primary Future Land Uses: Single-family detached residential.

Zoning Districts: R-40, R-30, R-20, PD-R, TND

6. Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

The proposed use is pre-existing and is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Residential Uses. Use the character areas and the Future Development Map (FDM) to guide residential growth, steering appropriate densities to suitable locations. (9.1, #3)**
 - b) **Annexation. Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (9.1, #9)**
 - c) **Land Use Decisions. Use the Future Development Map (FDM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals. (9.1, #22)**
7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

All future development of the property will be held to the environmental development standards for all local, state, and federal requirements. Cherokee County had concerns about the headwaters and development impact on the streams; however, all development in Holly Springs is guided by the state regulations, as is development in the County.

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

A large part of the surrounding area is zoned R-40 and is permitted to develop under these regulations without any rezoning of the property. The applicant is not requesting any use that is not already permitted under the existing zoning and is basically just moving the property under the jurisdiction of the City of Holly Springs.

Cherokee County



PLANNING AND ZONING

May 26, 2026

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

RE: A-01-2026 – 790 Swan Lane

Dear Mrs. Moon:

The annexation case A-01-2026 – 790 Swan Lane was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on May 19, 2026. The applicant is requesting to annex and rezone one parcel totaling 23.68+/- acres (15N20 534A) for a proposed seven lot residential subdivision.

The Board of Commissioners voted unanimously (5-0) to request that the following recommendations be considered as conditions should the city pursue any zoning action.

1. The proposed road must be a minimum of 20 ft wide and capable of supporting 75,000 lbs. to ensure adequate fire and emergency service access.
2. First stream headwaters have not been verified for spring heads on the property. The applicant must acquire an environmental consultant to identify headwater location. The local issuing authority should also confirm the location.

Please find our complete staff analysis attached, which includes planning and zoning, transportation, stormwater, and fire and emergency services comments. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Long".

Catherine Long
Planning Division Manager

Per O.C.G.A. § 36-3613 (set forth in full at the end of this document for your ease of reference), a land use objection can be made by majority vote of the Board of Commissioners in the event of a material increase in burden upon the County which is quantifiable and otherwise meets the requirements of the statute. In order for a land use objection to be considered timely, it must be completed in time for the BOC to vote upon it in open session and served upon the annexing municipality within 45 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested.

City	Holly Springs
Case Number A-01-2026	Applicant Jack Baltar
Receipt of Certified Annexation Notice	04/23/2026
City Council Public Hearing	06/11/2025
Meeting date the Board of Commissioners must decide whether to object (45 days)	06/06/2026
City Council Decision	07/06/2026

Staff is requested to review the application for annexation and provide a response to the following questions.

	Yes	No
Is the property to be annexed contiguous to city jurisdictional boundary?	X	
Future Development Map designation	Suburban Living	
Surrounding / Contiguous City Future Development Map	Suburban Neighborhood	
Surrounding County Future Development Map	Suburban Living	
Does this annexation create an "island" of unincorporated land?		X

1) If the application is granted will there be a material increase in burden upon the County directly related to:

	Yes	No
a) the proposed change in zoning or land use?		X
b) the proposed increase in density?		X
c) infrastructure demands related to the proposed change in zoning or land use?		X

	Yes	No
2) Will delivery of services be affected by the annexation?		X

If the answer to (2) is yes, is the affect on delivery of services directly related to a) the proposed change in zoning or land use? b) the proposed increase in density? c) infrastructure demands related to the proposed change in zoning or land use? Note: Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in items (a), (b), and/or (c) of Section 1 above.	
--	--

	Yes	No
3) If there is a material increase in burden caused by items (a), (b), and/or (c) of Section 1 above, can your department provide evidence of any financial impact?		
If the answer to (3) is yes, please provide the evidence		

4) Does the proposed change in zoning or land use result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use?	Yes	No
		X
If the answer to (4) is no, does the proposed change in zoning or land use result in:		
	Yes	No
a) a use which significantly increases the net cost of infrastructure?		X
b) a use which significantly diminishes the value or useful life of a capital outlay project, as such term is defined in O.C.G.A. 48-8-110, which is furnished by the county to the area to be annexed?		X
If the answer to 4(a) or 4(b) is yes, then:		
	Yes	No
c) Does the proposed change in zoning or land use differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan?		

d) Does the proposed change in zoning or land use differ substantially from the existing uses permitted for the property pursuant to the county's zoning ordinance or its land use ordinances?

Comments: This annexation consists of one 23.68 +/- acre parcel that is inside the growth boundary. The applicant intends for the property to remain R-40 (Residential) for the development of a 7-lot residential neighborhood. The applicant indicates that water is available and sewer will be provided through septic.

Planning:

- The property is within the growth boundary.
- The development has a density of 0.3 du/a.

Fire:

- The road must meet the 20 ft wide minimum requirement and support up to 75,000lbs.
- The development will need an additional fire hydrant.
- A water flow test shall be conducted to ensure that the development has adequate water supply

Transportation:

- No comment.

Stormwater:

- The access easement does not meet any standard width or cross-sections from the County. Rural cross-section requires 60 feet with 8-foot shoulder and ditches, urban cross-section requires 50 feet with curb and gutter etc.
- No stormwater management is shown. Rural classification would require detention/channel protection, major subdivision would require detention, channel protection, and water quality.
- Future conditions floodplain is not shown to the north. AutoCAD file of this can be downloaded from GIS website.
- First stream headwaters have not been verified, recommend that an environmental consultant confirm headwater location and LIA confirm.
- Stream crossings are subject to USACE requirements depending on crossing method (pipes or arch culverts).

O.C.G.A. § 36-36-113. Reasons for objection to annexation

(a) The county governing authority may by majority vote object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:

- (1) The proposed change in zoning or land use;
- (2) Proposed increase in density; and
- (3) Infrastructure demands related to the proposed change in zoning or land use.

(b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.

(c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in [Code Section 36-36-111](#).

(d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:

(1) Result in:

(A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or

(B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in [Code Section 48-8-110](#), which is furnished by the county to the area to be annexed; and

(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.

Attention: Nancy Moon, Community Development Director

Re: Swan Lane Annexation Case

From: Concerned Resident on Raven Drive

Dear Ms. Moon and Members of the Planning Commission,

I am writing to ensure my voice is included prior to the June 11th public hearing, as I am unable to attend in person due to childcare. My comments refer to Case # MA-04-2026.

I want to state clearly and firmly that I am opposed to the proposed annexation and rezoning of this tax parcel. My concerns are significant and rooted in the long-term impact this decision could have on our community.

The proposed rezoning sets a precedent that could open the door for other nearby R-40 Single Family Residential Estate parcels to pursue similar changes. This area includes multiple parcels that could quickly become targets for additional development pressure.

I am deeply concerned about the environmental implications of developing this parcel, especially since it will likely result in additional housing construction. Will this rezoning and annexation make it easier for the property owners to bypass or minimize environmental safeguards, including protections for streams and surrounding natural resources?

If new homes are built, the construction phase will bring months of heavy vehicle traffic through small neighborhood roads that are not designed for that level of strain. This would create unnecessary wear on our roads and disruption for the residents who rely on them daily.

Emergency vehicle access to this parcel also appears questionable. Based on the current layout, it seems unlikely that emergency services could reliably and safely reach the property without delay.

For these reasons, I strongly oppose this annexation and rezoning request. I respectfully ask that you consider the long-term consequences for our community, our environment, and our safety. Thank you for your time and for allowing my concerns to be part of the public record.

Sincerely,

Raven Drive Resident

Dear Ms. Moon and Members of the Planning Commission,

I am submitting these comments ahead of the June 11th hearing for **Case # MA-04-2026**, as I will be unable to attend due to work obligations. I appreciate the opportunity to have my concerns included in the public record.

I am firmly opposed to the proposed annexation and rezoning of this parcel. My concerns stem from the long-term effects this decision could have on the surrounding neighborhoods and the precedent it may set for future land-use changes.

One of my primary worries is that approving this request could encourage additional nearby R-40 parcels to pursue similar rezoning efforts. This area contains several large lots that could quickly become vulnerable to development pressure if this case moves forward.

I am also troubled by the environmental impact that would have. Any development on this land would inevitably lead to new home construction, which raises questions about how well natural resource safeguards will be upheld. I am concerned that annexation and rezoning may make it easier for these protections to be reduced or bypassed.

Construction traffic is another issue that cannot be overlooked. Our neighborhood roads are not built to handle prolonged periods of heavy equipment, contractor vehicles, and supply deliveries. This would create unnecessary wear on the roads and daily disruption for residents who rely on them.

For these reasons, I respectfully urge the Planning Commission to deny this annexation and rezoning request. The long-term implications for safety, environmental stewardship, and neighborhood stability are too significant to overlook.

Thank you for your time and for considering my perspective.

Sincerely,

A Concerned Resident on Swan Lane

Attention: Nancy Moon, Community Development Director
Re: Annexation and Rezoning Applications: A-01-2026, MA-04-2026
From: Concerned Resident- Harmony on the Lakes

Dear Ms. Moon and Members of the Planning Commission,

I am writing to ensure my voice is included prior to the June 11th public hearing, as I am unable to attend in person due to surgery, Total Knee Replacement. I want to state clearly and firmly that I am opposed to the proposed annexation and rezoning of this tax parcel. My concerns are significant and rooted in the long-term impact this decision could have on our community.

The proposed rezoning sets a precedent that could open the door for other nearby R-40 Single Family Residential Estate parcels to pursue similar changes. This area includes multiple parcels that could quickly become targets for additional development pressure.

While I respect the rights of property owners to request annexation, I have major concerns about how this transition will impact my home. I respectfully request that the City of Holly Springs mandate the following legally binding conditions should this application move forward:

Protection of Existing Privacy Fence: I have an existing privacy fence along the shared property line. I request a mandatory construction setback from this boundary to ensure heavy machinery does not damage, destabilize, or encroach upon my fence.

Substantial Undisturbed Buffers: I request a strict, mandatory, and undisturbed natural buffer of at least 40 feet along our shared property line to transition safely from the new development to my existing home.

Stormwater Control: Because this project will add high-density buildings and pavement right behind my yard, I request a strict review of the stormwater management plan to guarantee that grading does not cause flooding or mud runoff onto my property.

I request to be notified of all future meeting dates, staff reports, and revisions regarding case **A-01-2026**. Thank you for your time and for protecting the investments of existing community residents.

I strongly oppose this annexation and rezoning request. I respectfully ask that you consider the long-term consequences for our community, our environment, and our safety.

Thank you for your time and for allowing my concerns to be part of the public record.

Sincerely,
Harmony on the lakes Resident

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 23.68 +/- acres, identified as tax parcel 524A of tax plat 15N20 of the 15th District of Cherokee County identified in Exhibit A, Location Map and Exhibit B, Conceptual Site Plan, from R-40, Single Family Residential Estate (County) to R-40, Single Family Residential Estate (City); and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Rebecca Eadie and Suzanne Graham, requesting rezoning in the City of Holly Springs, Georgia, concerning 23.68 +/- acres, identified as tax parcel 524A of tax plat 15N20 of the 15th District of Cherokee County identified in Exhibit A, Location Map and Exhibit B, Conceptual Site Plan, from R-40, Single Family Residential Estate (County) to R-40, Single Family Residential Estate (City); and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 23.68 +/- acres, identified as tax parcel 524A of tax plat 15N20 of the 15th District of Cherokee County identified in Exhibit A, Location Map and Exhibit B, Conceptual Site Plan, is hereby rezoned from R-40, Single Family Residential Estate (County) to R-40, Single Family Residential Estate (City); and

Section 2

The approval of this application has the following stipulations attached:

1. Lighting shall be environmentally sensitive lighting, with the owner making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
2. Future development shall comply with the regulations of the Holly Springs Zoning Ordinance, Article 19: Design Guidelines for Model Zoning Districts, Section 19.10-3: East Residential District Requirements-Architectural Design.

Section 3

This ordinance shall become effective August 1, 2026, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 3 above, whether or not they have been physically made and represented. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted the 20th day of July, 2026, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

A-01-2026 MA-01-2026 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
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- GV-Governmental
- LI- Light Industrial
- MXD-Mixed Use Overlay
- Streets_2026
- Parcels 2026

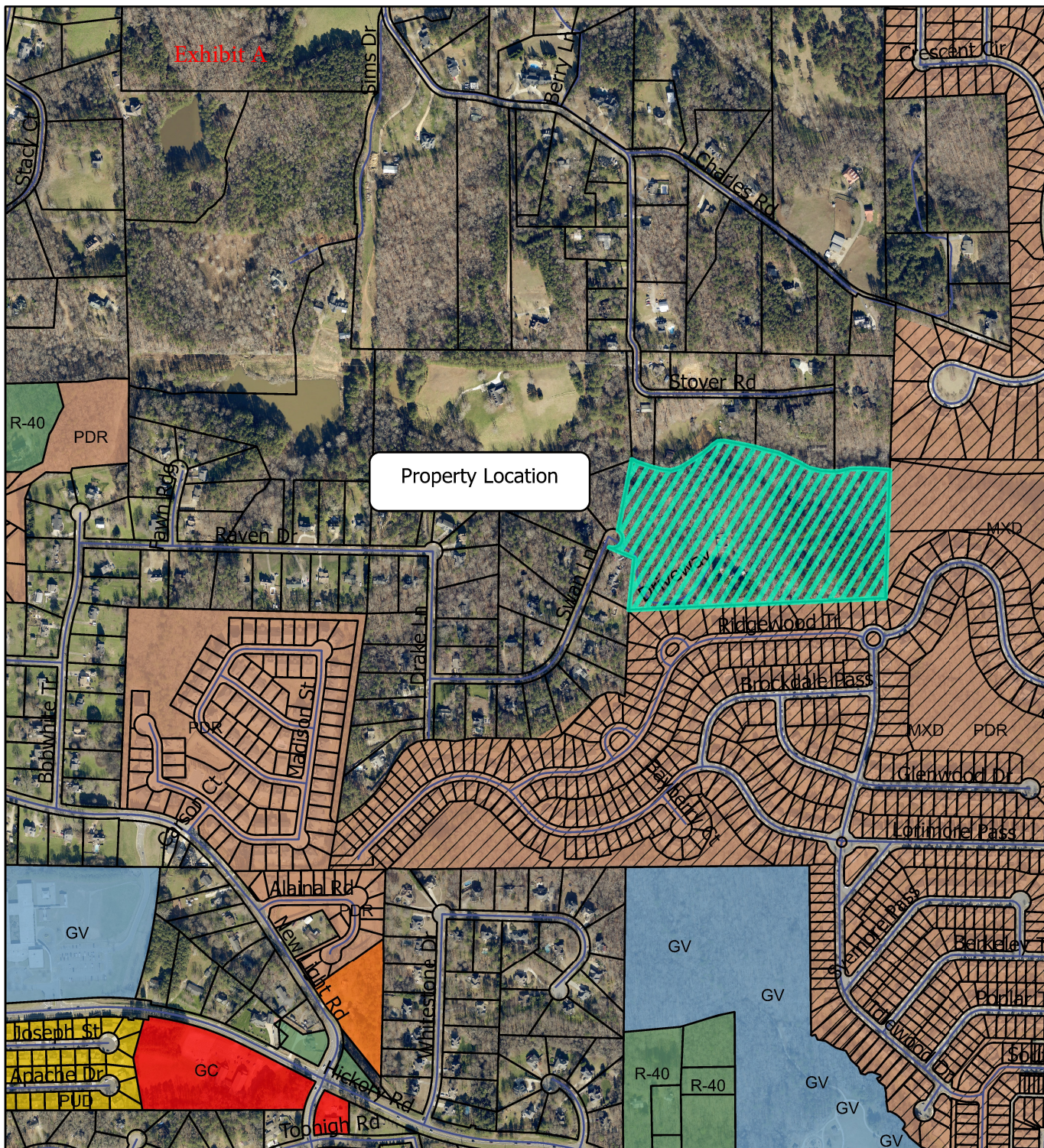


Exhibit B

D.B. 14892, Pg. 275

N01*3

-
- N/F CRUSTAL RIVER DEVELOPMENT INC.**
D.B. 1375, Pg. 211
P.B. 43, Pg. 16
TIN: 15A20 574
- TRACT 1 AREA - 4.10 ACRES**
176,030 sq. ft.
- TRACT 2 AREA - 3.95 ACRES**
172,157 sq. ft.
- TRACT 3 AREA - 5.67 ACRES**
247,086 sq. ft.
- TRACT 5 AREA - 2.19 ACRES**
94,277 sq. ft.
- TRACT 6 AREA - 2.22 ACRES**
96,715 sq. ft.
- N/F HARMONY ON THE LAKES HOA**
D.B. 8460, Pg. 378
P.B. 200, Pg. 000
TIN: 15A20 560 D
- | NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S82°28'07"E | 57.20' |
| L2 | S73°58'17"E | 40.45' |
| L3 | S82°40'12"E | 83.60' |
| L4 | S82°40'12"E | 73.20' |
| L5 | N89°31'13"E | 27.75' |

NUM	ARC	RADIUS	BEARING	DISTANCE
C1	149.97°	50.00'	N26°52'12"E	99.75'
C2	36.66°	150.00'	S70°11'28"W	36.57'
C3	37.51°	150.00'	S56°01'33"W	37.41'
C4	102.51°	150.00'	S68°26'25"W	100.52'
C5	102.51°	150.00'	N68°26'25"E	100.52'
C6	74.17°	150.00'	N63°01'41"E	73.42'

**SURVEYOR
CERTIFICATION**
ROBERT S. LEWIS, GA. RLS #2789

CERTIFICATION
ROBERT S. LEWIS, GA RLS #2789



As required by subsection (c) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording. It is evidenced by original certificates, signatures, stamps, or statements hereto. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use only. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys 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.

SURVEY REFERENCES

1.) QUIT CLAIM DEED FROM "CRYSTAL RIVER DEVELOPMENT, INC." TO "BOBBY TRITT" DATED 07/23/1999. RECORDED IN CHEROKEE COUNTY RECORDS DEED BOOK 3757, PAGE 216.

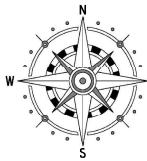
CLOSURE STATEMENT

A substantial portion of the Fieldwork Data used for the

This plot has been calculated for closure and found to be accurate within one foot in 357,555.9 feet.

BY: 1475C XX
ROBERT S. LEWIS, GA. RLS #2789 DATE

N/ T01 1095	N/ T02 1092	N/ T03 1089	N/ T04 1088	N/ T05 1087	N/ T06 1086	N/ T07 1085
N/ BROWN-DONOVAN	N/ DELAO	N/ BUDE	N/ HUGHES	N/ MATTHEWS	N/ SIMS	N/ AH/R PROPERTIES
PB. 13352, PO. 293	PB. 12124, PO. 203	PB. 11899, PO. 419	PB. 11710, PO. 473	PB. 14524, PO. 1785	PB. 14536, PO. 305	TWO LLC
TIN. 1350H 050 101	TIN. 1240H 040 101	TIN. 1240H 050 101	TIN. 1500H 062	TIN. 1500H 061	TIN. 1500H 060	PB. 104, PO. 2473
						PB. 104, PO. 104
						TIN. 1500H 050 101
N/ T08 1084	N/ T09 1083	N/ T10 1082	N/ T11 1081	N/ T12 1080	N/ T13 1079	N/ T14 1059
N/ LEARD	N/ ESSERVEN	N/ LOVE	N/ AH/R PROPERTIES	N/ GEWENGER	N/ 2019-IH	N/ FERRI
PB. 13352, PO. 1811	PB. 12124, PO. 136	PB. 11899, PO. 25	PB. 11710, PO. 1340	PB. 14524, PO. 104	PB. 14536, PO. 1444	PB. 14536, PO. 1444
TIN. 1350H 050 101	TIN. 1240H 040 101	TIN. 1240H 050 101	TIN. 1500H 062	TIN. 1500H 061	TIN. 1500H 060	TIN. 1500H 059 101
						PB. 104, PO. 104
						TIN. 1500H 050 101

[illegible]

F
NORTH REFERENCED HEREON TO:
GRIC NORTH - NAD(83)

NUM	BEARING	DISTANCE
L1	382°26'07"E	57.99'
L2	345°15'12"E	72.58'
L3	370°47'18"E	83.60'
L4	384°12'40"E	73.20'
L5	189°31'13"E	22.75'
L6	154°33'31"E	21.10'
L7	171°23'13"E	69.80'
L8	130°08'58"E	24.45'
L9	150°57'15"E	44.55'
L10	174°04'51"E	38.70'
L11	176°26'25"E	93.80'
L12	56°33'12"E	116.50'
L13	55°46'07"E	84.65'
L14	144°48'18"E	34.85'
L15	102°55'13"E	35.55'
L16	189°11'28"E	52.05'
L17	55°10'02"E	101.91'
L18	58°56'32"E	88.55'
L19	86°58'08"E	60.00'
L20	189°10'28"E	39.44'
L21	189°10'28"E	79.91'
L22	57°04'22"E	98.20'
L23	57°20'42"E	68.60'
L24	170°57'38"E	21.15'
L25	57°49'52"E	15.65'

**TOTAL AREA =
23.80 ACRES**
1,037,073 sq. ft.

BOUNDARY RETRACEMENT SURVEY FOR

XX

Located in Land Lot 262
District 16th - Section 2nd
CHEROKEE County - Georgia
Being within the City of XX
Parcel Number: 15N20 534 A
Address: 790 SWAN LAKE LAN

Original Survey Date: XX
Fieldwork Completed: XX
Scale of Plot: 1 in. = 60 ft.

L5 Development Concepts, LL
ROBERT S. LEWIS - GA RLS#2789

285 TOM REEVE DRIVE
CARROLLTON, GA 30117
MOBILE: 770-280-5758
Slowly@L5DevelopConcepts.com



LEWIS5
DEVELOPMENT CONCEPTS, LLC

IRON PIN SET
SURVEY CAP
DETAIL

GRAPHIC SCALE

60' 0 30' 60'

1 inch = 60 feet

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Nancy Moon, Community Development Director

MEETING DATE: July 20, 2026

AGENDA ITEM: Bond Release for Performance Bond #800199939 for Idletowne subdivision subject to the provision of the revised bond.

EXECUTIVE SUMMARY:

The following bond has been requested for release:

Subdivision/Development	Type	Number	Amount
Idletown	Performance	800199939	\$63,487.50

A replacement bond will be submitted for the remaining landscaping materials which will be installed as the homes are completed.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is approval of the bond release subject to the provision of the revised bond.

CONCURRENCES:

City Manager

City Arborist

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 20, 2026

AGENDA ITEM: Change Order #2 for the installation of an externally mounted surge protection device and 30 Amp molded case circuit breaker in the new City Hall between United Electric Company, Gilbane Building Company and the City of Holly Springs, Georgia in an amount not to exceed \$3,709 and ratify the signature of the City Manager.

EXECUTIVE SUMMARY:

The City of Holly Springs requested a change order from Gilbane Building Company for the installation of an Eaton Surge Protection Device (SPD) to be externally mounted on the new City Hall along with an Eaton Power Defense 30 Amp molded case circuit breaker to serve the SPD. United Electric Company submitted change order #2 for the addition of the SPD and circuit breaker. The change order is \$3,709. The funds for the change order will come from the contingency on this project.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

\$3,709

ATTACHMENTS:

1. United Electric Change Order 2

RECOMMENDATION:

The staff recommendation is approval of the change order.

CONCURRENCES:

Finance and Administration



CHANGE NOTICE

Change Notice From:

United Electric Company

1270 Kennestone Circle
Marietta, GA 30066
Telephone: 770-499-9292
Contact: Matt Hayes
E-mail: mhayes@ueco.com

Change Notice To:

Gilbane Building Company

3350 Peachtree Road NE, Suite 1200
Atlanta, GA 30326
Telephone 4046305633
Contact: Christopher Skretkiewicz
E-mail: cskretkiewicz@gilbaneco.com

CCN #

2

Date:

6/17/2026

Project Name:

Holly Springs City Hall

Project Number:

953MH

Page Number:

1

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 1 day.

We will supply and install all materials, labor, and equipment as per your instructions.

Drawing E000S -

- Furnish and install (1) new externally mounted SPD
- Furnish and install (1) new 30A breaker in the MSB to feed the SPD

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
3/4" CONDUIT - EMT	2	95.00 C	1.90	4.50 C	0.09
3/4" CONN SS STL - EMT	2	98.85 C	1.98	12.50 C	0.25
3/4" 1-H STRAP - EMT - STEEL	1	48.21 C	0.48	6.75 C	0.07
#10 THHN BLACK	11	466.66 M	5.13	8.00 M	0.09
WIRE CONN RED	5	19.36 C	0.97	7.50 C	0.38
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	1	3.19 C	0.03	7.50 C	0.07
#10x 1 P/H SELF-TAP SCREW	1	10.28 C	0.10	3.75 C	0.04
SPD Installation	1	0.00 E	0.00	3.00 E	3.00
Totals	24		10.60		3.98

Summary

General Materials		10.60
Distribution		2,423.00
Material Tax	(@ 7.000 %)	170.35
Total Material		2,603.95
Electrician	(3.98 Hrs @ \$71.74)	285.53
Foreman	(3.98 Hrs @ \$78.25)	311.44
Clean Up	(0.20 Hrs @ \$71.74)	14.35
Stretch & Flex	(0.04 Hrs @ \$71.74)	2.87
Subtotal		3,218.14

ORIGINAL

CHANGE NOTICE

CCN # 2
Date: 6/17/2026
Project Name: Holly Springs City Hall
Project Number: 953MH
Page Number: 2

Change Notice From:

Change Notice To:

United Electric Company

1270 Kennestone Circle
Marietta, GA 30066

Gilbane Building Company

3350 Peachtree Road NE, Suite 1200
Atlanta, GA 30326
Telephone 4046305633
Contact Christopher Skretkowicz
E-mail cskretkowicz@gilbaneco.com

Summary (Cont'd)

Markup	(@ 15.000 %)	482 72
Subtotal		3,700.86
Textura	(@ 0 220 %)	8 14
Final Amount		\$3,709.00

CLIENT ACCEPTANCE

CCN #	2
Final Amount:	\$3,709.00
Name:	Robert H. Logan
Date:	June 23, 2026
Signature:	Robert H Logan
Change Order #:	2

I hereby accept this quotation and authorize the contractor to complete the above described work

ORIGINAL



ELLIOTT ELECTRIC SUPPLY

Change Order

Prepared by: Robert Bustos

Job Name: Holly Springs City Hall

Contractor: United Electric

Date: 6/15/2026

Change Order # 1

Type or Catalog #	Mfg.	Qty.	Reason for Change
SPD200480Y1K	ETN	1	Adder - 2 Week Lead Time
PDG23G0030TFFL	ETN	1	Adder - 3 Day Lead Time
NC NR			
Subject to Approval			

The changes above will result in a price change of \$ 2,423.00

* This does not include freight or tax unless otherwise noted.

Date:

June 23, 2026

Customer Signature:

Robert H Logan

Printed Name:

Robert H. Logan

Specifications



Eaton SPD200480Y1K

Surge Protection Device, SPD series, 200 kAIC, 277/480V wye (4W+G), Basic feature package, NEMA 1 enclosure, External side mount, 320 L-N, 320 L-G, 320 N-G, 640 L-L operating voltage

General specifications

PRODUCT NAME	Eaton SPD series surge protection device
CATALOG NUMBER	SPD200480Y1K
UPC	786685328171
PRODUCT LENGTH/DEPTH	9.5 in
PRODUCT HEIGHT	3.45 in
PRODUCT WIDTH	5.4 in
PRODUCT WEIGHT	3.5 lb
WARRANTY	15 year
CERTIFICATIONS	UL 1449
PRODUCT TYPE	Surge protection device

Product specifications

ACCESSORIES	Basic feature package
VOLTAGE RATING	277/480V wye (4W+G)
ENCLOSURE	NEMA 1
MOUNTING METHOD	External side
INTERRUPT RATING	200 kAIC
OPERATING VOLTAGE	320 L-N, 320 L-G, 320 N-G, 640 L-L
SERIES	SPD
TYPE	Surge protection device
SPECIAL FEATURES	Basic feature package

Resources

BROCHURES	Eaton's SPD Series (Sidemount Versions) Brochure
CATALOGS	Power Distribution and Control Assemblies, SPD, Power Conditioning, PF Capacitors and Harmonic Filters, Volume 3, Tab 2
INSTALLATION INSTRUCTIONS	Eaton SPD Series - For Mounting External To Electrical Distribution Equipment Installation Manual
SPECIFICATIONS AND DATASHEETS	Eaton Specification Sheet - SPD200480Y1K
TECHNICAL DATA SHEETS	Eaton's SPD Series (Sidemount Versions) Data Sheet

PROJECT NAME:

PROJECT NUMBER:

PREPARED BY:

DATE:



Eaton Corporation plc Eaton House
30 Pembroke Road
Dublin 4, Ireland
Eaton.com

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Follow us on social media to get the latest product and support information.



Specifications



Photo is representative



Eaton PDG23G0030TFFL

Eaton Power Defense molded case circuit breaker, Globally Rated, Frame 2, Three Pole, 30A, 35kA/480V, T-M (Fxd-Fxd) TU, Standard Terminals Load Only (PDG2X3T100)

General specifications

PRODUCT NAME	Eaton Power Defense molded case circuit breaker
CATALOG NUMBER	PDG23G0030TFFL
UPC	786679906651
PRODUCT LENGTH/DEPTH	88.9 mm
PRODUCT HEIGHT	152.4 mm
PRODUCT WIDTH	104.6 mm
PRODUCT WEIGHT	1.82 kg
WARRANTY	Eaton Selling Policy 25-000, one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.
COMPLIANCES	RoHS Compliant
CERTIFICATIONS	CSA UL 489 CCC Marked IEC 60947-2
PRODUCT TYPE	Molded case circuit breaker

Delivery program

AMPERAGE RATING	30 A
CIRCUIT BREAKER FRAME TYPE	Complete breaker
FRAME	2
NUMBER OF POLES	Three-pole

Technical data - Electrical

VOLTAGE RATING	600 Vac
----------------	---------

Technical information

INTERRUPT RATING	35 kAIC at 480 Vac
	18 kAIC @600V (UL/CSA)
	8 kAIC Icu/ 4 kAIC Ics/ 16.8 kAIC Icm @690V (IEC)
	10 kAIC Icu @125 Vdc
	10 kAIC Icu @250 Vdc
	30 kAIC Icu/ 22.5 kAIC Ics/ 63 kAIC Icm @440V (IEC)
	55 kAIC Icu/ 55 kAIC Ics/ 121 kAIC Icm @240V (IEC)
	36 kAIC Icu/ 36 kAIC Ics/ 75.6 kAIC Icm @380-415V (IEC)
	20 kAIC Icu/ 15/13 kAIC Ics/ 42 kAIC Icm @525V South Africa (IEC)
	25 kAIC Icu/ 20 kAIC Ics/ 52.5 kAIC Icm @480V Brazil (IEC)
	35 kAIC @480V (UL)
	65 kAIC @240V (UL)
INTERRUPT RATING RANGE	

General information

CIRCUIT BREAKER TYPE	PD2 Global
CLASS	Class A
TRIP TYPE	T298

Technical data - Mechanical - Terminals

TERMINALS	Standard Terminals Load Only
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Resources

3D CAD DRAWING PACKAGE	Eaton Power Defense PDG23G0030TFFL 3D drawing
	Power Defense brochure
	Power Defense molded case circuit breaker selection poster
BROCHURES	Power Defense technical selling booklet
	Power Defense molded case circuit breakers - Frame 2 product aid
CATALOGS	Circuit Protection, Molded Case Circuit Breakers, Volume 4, Tab 2
	PDG2 CB report
	Power Defense Declaration concerning California's Proposition 65
CERTIFICATION REPORTS	PDG4 CB report
	PDG4 CCC certification
	EU Declaration of Conformity - Power Defense molded case circuit breakers
INSTALLATION INSTRUCTIONS	Power Defense Frame 2 multi wire connector kit - PDG2X3(2)(4)TA2253W instructions - IL012243EN H01

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 20, 2026

AGENDA ITEM: Change Order #3b for the installation of K-13 rated transformers in the new City Hall between United Electric Company, Gilbane Building Company and the City of Holly Springs, Georgia in an amount not to exceed \$6,466 and to ratify the signature of the City Manager.

EXECUTIVE SUMMARY:

The City of Holly Springs requested a change order from Gilbane Building Company for the installation of K-13 electrical transformers in the new City Hall to suppress harmonic heat and interference between electrical components and audio/visual components. United Electric Company submitted change order #3b for the addition of the K-13 electrical transformers. The change order is \$6,466. The funds for the change order will come from the contingency on this project.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

\$6,466

ATTACHMENTS:

1. United Electric Change Order 3b

RECOMMENDATION:

The staff recommendation is approval of the change order.

CONCURRENCES:

Finance and Administration



CHANGE NOTICE

Change Notice From:

United Electric Company

1270 Kennestone Circle
Marietta, GA 30066
Telephone: 770-499-9292
Contact: Matt Hayes
E-mail: mhayes@ueco.com

Change Notice To:

Gilbane Building Company

3350 Peachtree Road NE, Suite 1200
Atlanta, GA 30326
Telephone: 4046305633
Contact: Christopher Skretkowitz
E-mail: cskretkowitz@gilbaneco.com

CCN #

3b

Date:

6/17/2026

Project Name:

Holly Springs City Hall

Project Number:

953MH

Page Number:

1

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 1 day.
We will supply and install all materials, labor, and equipment as per your instructions.

Modify the K factor of the transformers to 13.

Itemized Breakdown

Summary

Distribution		5,243.00
Material Tax	(@ 7.000 %)	367.01
Total Material		5,610.01
Subtotal		5,610.01
Markup	(@ 15.000 %)	841.50
Subtotal		6,451.51
Textura	(@ 0.220 %)	14.19
Final Adjustment		0.30
Final Amount		\$6,466.00

CLIENT ACCEPTANCE

CCN #	3b
Final Amount:	\$6,466.00
Name:	Robert H. Logan
Date:	June 23, 2026
Signature:	Robert H Logan
Change Order #:	3b

ORIGINAL

I hereby accept this quotation and authorize the contractor to complete the above described work.



ELLIOTT ELECTRIC SUPPLY

Change Order

Prepared by: Robert Bustos

Job Name: Holly Springs City Hall

Contractor: United Electric

Date: 6/17/2026

Change Order # 3

Type or Catalog #	Mfg.	Qty.	Reason for Change
N48M28T3021 - XFMR	ETN	1	K-Factor 13
N48M28T3021 - XFMR	ETN	3	K-Factor 13
N48M28T4521 - XFMR	ETN	2	K-Factor 13
NC NR			
Subject to Approval			

The changes above will result in a price change of \$ 5,243.00

* This does not include freight or tax unless otherwise noted.

Date:

June 23, 2026

Customer Signature:

Robert H Logan

Printed Name:

Robert H. Logan

ITEM REPORT

AGENDA ITEM NUMBER: VIII.H.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 20, 2026

AGENDA ITEM: Memorial Markers Policy establishing procedures for the application, design, installation, maintenance, and removal of roadside memorial markers within City rights-of-way.

EXECUTIVE SUMMARY:

This policy would establish a formal policy governing the placement of memorial markers within City rights-of-way for individuals who have lost their lives as a result of a motor vehicle crash. Currently, no standardized process exists for the placement of memorial markers within City rights-of-way. Adoption of this policy will ensure consistent application procedures, design standards, installation practices, and maintenance requirements.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Memorial Sign Placement Policy
2. Memorial Sign Placement Application

RECOMMENDATION:

The staff recommendation is approval of the Memorial Marker Policy.

CONCURRENCES:

City Manager

Memorial Markers Policy

Policy

The City of Holly Springs, Georgia supports the placement of memorial markers within municipal rights-of-way, in accordance with the Official Code of Georgia, Annotated (O.C.G.A.) 32-6-50, to increase public awareness of highway safety and to memorialize people who have died as a result of a vehicle crash.

Purpose

The policy is to provide guidance for the application process and the uniform design and placement of memorial markers within municipal rights-of-way.

Scope

This policy will primarily affect maintenance personnel responsible for the construction, placement and maintenance of these memorial markers.

The fabrication, installation, maintenance and removal of the memorial marker will be the responsibility of the City of Holly Springs. No other memorial signs, structures, or additions to this memorial sign will be allowed on the rights-of-way. The applicant shall be required to pay a \$100 fee prior to the fabrication of the sign.

Request for Memorial Marker

Requests for memorial markers within municipal rights-of-way shall be submitted in writing using the form Request for Placement of Roadside Memorial Marker. In order to be considered, a copy of the accident report must be included with the request. Additionally, a check or money order in the amount of \$100 and made payable to the City of Holly Springs must be attached. The form, accident report and payment should be submitted to the city manager:

City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

Requests may be made by next of kin (spouse, child, sibling, parent / guardian, or grandparent) or friends. Requests from friends require the approval of the deceased's next of kin. The requestor will be notified by the city manager concerning the status of the application. The request form, \$100 fee and accident report will be returned to the applicant if the application is denied.

The marker should remain in place unless it becomes necessary to remove it due to construction or maintenance work.

Memorial markers will be constructed and installed by the City of Holly Springs within the right of way limits on municipal roads. Memorial markers will not be allowed within the limits of active construction work zones.

There shall be no activities while the memorial marker is in place that pose a safety hazard to the public or violate any provisions of O.C.G.A. 32-6-50 or that promote stopping, standing, parking or cause obstruction of traffic on public roads.

It is understood, particularly for urban area curb and gutter sections, that the memorial marker may not necessarily be placed at the exact location of the fatality due to restricted space or right of way, property owner complaints, or other constraints. The exact location and placement will be at the discretion of the City Manager or his designee.

Marker Designation/Installation

The memorial marker shall consist of a 15 inch round aluminum sign panel with a white background of high intensity (type 3) sign sheeting, with black legend.

The marker shall be located at the edge of the mowing limits.

The post for installing a memorial marker shall be a standard 5 foot metal delineator post. Placement of the deceased's name on the memorial will be at the immediate family's option. Any additional decorations or ornaments will not be allowed.

City of Holly Springs
Request for Placement of Roadside Memorial Marker

Note: Copy of Accident Report must be attached for request to be considered.

Date of Request _____ Date of Accident _____

Name to be Printed on Marker _____

Person Making Request

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone _____ Email _____

Signature _____

Comments

The following section must be completed by a family member if a friend is making the request.

Authorization by Family Member of the Deceased

First Name _____ Last Name _____

Relationship to the Deceased:

☐ Spouse ☐ Child ☐ Sibling ☐ Parent/Guardian ☐ Grandparent

Address _____

City _____ State _____ Zip Code _____

Cell Phone _____ Email _____

Signature _____

Comment

Attach check or money order for the amount of \$100 made payable to the **City of Holly Springs**.

Mail request, payment and accident report to:

Attn: City Manager

City of Holly Springs

P.O. Box 990

Holly Springs, GA 30142

City of Holly Springs Use Only

Approved _____ Date _____

Title _____

The signature below certifies that a memorial Sign has been placed on a municipal right of way with the name of the above deceased by the City of Holly Springs

Public Works

Date Installed

ITEM REPORT

AGENDA ITEM NUMBER: VIII.I.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 20, 2026

AGENDA ITEM: Eagle Scout Service Project Policy establishing requirements and procedures for Eagle Scout Service Projects conducted on property owned, managed, or maintained by the City of Holly Springs, Georgia and its component units.

EXECUTIVE SUMMARY:

Eagle Scout Service Projects provide valuable community improvements while allowing Scout candidates to demonstrate leadership, planning, and service. The City has periodically received requests from Eagle Scout candidates to complete projects on public property. Establishing a formal policy will provide a consistent process for evaluating, approving, and overseeing such projects.

The proposed policy outlines eligibility requirements, approval procedures, safety standards, construction and material requirements, and liability provisions applicable to projects conducted on City-owned or City-managed property.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Eagle Scout Service Project Policy

RECOMMENDATION:

The staff recommendation is approval of the policy.

CONCURRENCES:

City Manager

Eagle Scout Service Project Policy

Purpose

This policy establishes requirements and procedures for Eagle Scout Service Projects conducted on property owned, managed, or maintained by the City of Holly Springs, Georgia, and component units such as the Holly Springs Parks and Recreation Authority, the Downtown Development Authority of Holly Springs, and the Urban Redevelopment Agency of the City of Holly Springs, Georgia (City). The purpose of this policy is to ensure projects are safe, lawful, beneficial to the community, and consistent with the standards of the Boy Scouts of America and the City.

Scope

This policy applies to all Eagle Scout candidates seeking approval to complete a service project on City property, including parks, trails, public buildings, recreational facilities, schools, and rights-of-way.

Eligibility

1. The proposed project must:
 - Provide a clear and measurable public benefit.
 - Be non-commercial in nature.
 - Demonstrate planning, development, and leadership by the Eagle Scout candidate.
 - Comply with all applicable laws, ordinances, and safety standards.
2. Projects may include:
 - Construction or installation of public improvements.
 - Landscaping or beautification efforts.
 - Trail maintenance or restoration.
 - Environmental conservation projects.
 - Educational displays or community enhancements.
3. Projects shall not:
 - Primarily benefit a private individual or business.
 - Replace routine maintenance normally performed by City staff.
 - Include political advocacy, fundraising for unrelated causes, or religious proselytizing.

Approval Process

1. The Eagle Scout candidate must submit:
 - A written project proposal.
 - Site plans or drawings, if applicable.
 - A materials list and funding plan.
 - A proposed project schedule.
 - Safety and risk management considerations.
2. The project must receive approval from:
 - The appropriate local government department.

- The designated government representative or property manager.
 - The Scout unit leader and troop committee.
 - The local council or district representative as required by the Boy Scouts of America.
3. The local government reserves the right to:
 - Request modifications to the project.
 - Require additional permits or inspections.
 - Deny projects that do not meet public safety or operational standards.

Safety and Supervision

1. All work must comply with:
 - OSHA and applicable state safety regulations.
 - Boy Scouts of America safety guidelines.
 - Local building and environmental codes.
2. Adult supervision shall be present during all work activities involving:
 - Power tools.
 - Construction activities.
 - Excavation or heavy lifting.
 - Work near roads, utilities, or waterways.
3. The Eagle Scout candidate is responsible for:
 - Conducting a safety briefing for volunteers.
 - Ensuring proper use of personal protective equipment.
 - Maintaining a safe and orderly worksite.

Materials and Construction Standards

1. All materials used on public property must:
 - Meet applicable durability and safety standards.
 - Be approved by the City Council or appropriate Board.
 - Be appropriate for long-term public use.
2. Permanent structures or installations may require:
 - Building permits.
 - Engineering review.
 - Inspection by government staff.
3. Donated materials must meet the same standards as purchased materials.

Liability and Insurance

1. The Boy Scouts of America and the City shall each maintain their own applicable insurance coverage.
2. The Eagle Scout candidate and volunteers must comply with all waiver and consent requirements established by the Scout unit and the City.
3. The City assumes no responsibility for:
 - Lost or stolen equipment.
 - Volunteer injuries resulting from failure to follow safety procedures.
 - Damage caused by unauthorized project activities.

Environmental Protection

1. Projects must minimize environmental impact and protect:
 - Native vegetation.
 - Wildlife habitats.
 - Water quality and drainage systems.
2. Projects involving tree removal, erosion control, wetlands, or protected areas may require additional review and permits.

Project Completion

1. Upon completion, the Eagle Scout candidate shall:
 - Notify the City representative.
 - Request a final inspection if required.
 - Remove all debris and unused materials.
 - Provide photographs or documentation of completed work.
2. Ownership of all permanent improvements becomes the property of the City upon acceptance of the completed project.

Maintenance and Future Responsibility

1. Unless otherwise agreed in writing, the City assumes responsibility for ongoing maintenance after project acceptance.
2. The Eagle Scout candidate and Scout unit are not responsible for future repairs, vandalism, or maintenance following project completion and formal acceptance.

Revocation of Approval

The City may suspend or revoke project approval if:

- Work deviates substantially from the approved plan.
- Unsafe conditions exist.
- Required permits or approvals are not maintained.
- Project activities violate laws or policies.

Effective Date

This policy becomes effective upon adoption by the City Council and remains in effect until amended or repealed.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.J.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 20, 2026

AGENDA ITEM: Resolution for the City of Holly Springs Mayor and City Council to appoint a member to the Holly Springs Tree Commission.

EXECUTIVE SUMMARY:

Resolution for the City of Holly Springs Mayor and City Council to appoint a member to the Holly Springs Tree Commission.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Tree Commission

FISCAL IMPACT:

\$50 per meeting

ATTACHMENTS:

1. RES Tree Commission Appointment

RECOMMENDATION:

The staff recommendation is approval of the appointment.

CONCURRENCES:

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MEMBERS TO THE
HOLLY SPRINGS TREE COMMISSION; AND FOR OTHER PURPOSES**

WHEREAS, section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, all members of Boards, Commissions, and Authorities of the City shall be appointed by the City Council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, the City Council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any Board, Commission, or Authority; and

WHEREAS, the qualifications required of members of Boards, Commissions, or Authorities shall be as prescribed by the City Council; and

WHEREAS, any vacancy on a Board, Commission, or Authority of the City shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by the charter or general state law; and

WHEREAS, the following Commission nominees have agreed to be appointed to the Holly Springs Tree Commission:

Member	Board/Commission	Term Expiration
Deanna Morrell	Tree Commission	12/26

WHEREAS, the terms of the members were designated to be one year, unless otherwise noted; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Holly Springs Tree Commission members are hereby appointed.

SO RESOLVED THIS 20th DAY OF JULY 2026.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.K.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 20, 2026

AGENDA ITEM: Award the Construction Demolition Contract for the Demolition - 208 Cedar Valley Court Holly Springs, GA 30115 Site Project (RFB #2026-03) to Eagle Demolition & Environmental, in an amount not to exceed \$18,500.

EXECUTIVE SUMMARY:

Award the Construction Demolition Contract for the Demolition - 208 Cedar Valley Court Holly Springs, GA 30115 Site Project (RFB #2026-03) to Eagle Demolition & Environmental, in an amount not to exceed \$18,500.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

SPLOST

FISCAL IMPACT:

\$18,500

ATTACHMENTS:

1. Eagle Demolition & Environmental Construction Demolition Contract

RECOMMENDATION:

The staff recommendation is approval of the award.

CONCURRENCES:

City Manager

CONSTRUCTION DEMOLITION CONTRACT

Demolition – 208 Cedar Valley Court Holly Springs, GA 30115 Site

Project Number: RFB #2026-03

CITY OF HOLLY SPRINGS

3237 HOLLY SPRINGS PARKWAY

HOLLY SPRINGS, GEORGIA 30115

**Honorable Steven W. Miller – Mayor
Honorable Kyle Whitaker – Council Member
Honorable Kevin Moore – Council Member
Honorable Jeff Wilbur – Council Member
Honorable Dee Phillips – Council Member
Honorable Michael Zenchuk – Council Member**

Date of Opening: July 10, 2026

**Eagle Demolition & Environmental
103 Folds Drive
Carrollton, GA 30117**

CONTENTS

Cover
Contents
Liquidated Damages
Proposal Documents
 Bid Execution Form
 Amendment Certification
 SAVE Affidavit
 E-Verify Affidavit
 Drug and Alcohol Compliance Form
*Agreement
*Performance Bond
*Payment Bond
Attachment #1 – Demo Area 208 Cedar Valley Court

* Requires Signature

THE CITY OF HOLLY SPRINGS

PROJECT NO: RFB #2026-03

DESCRIPTION: Complete demolition and disposal of an approximately 1908 sf building with 2 floors, concrete driveway, asbestos surveys, septic tanks, and all other items at one site located at 208 Cedar Valley Court in the City of Canton, GA. Do not disturb any trees on site unless required to remove the fence behind the house.

PROPOSAL GUARANTY: 5%

SITE	CONTRACT TIME	LIQUIDATED DAMAGES
00 COMPLETE CONTRACT	30 CALENDAR DAYS	\$300/DAY



Eagle Demolition & Environmental
103 Folds Drive, Carrollton, GA 30117
Office: (770) 836-0673 | Fax: (770) 838-7711 | bids@eagledemoenviro.com

ATTN: City Of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Subject: Letter of Transmittal: RFB #2026-03: Demolition - 208 Cedar Valley Court, Holly Springs, GA, 30115

Dear City of Holly Springs,

We are writing to express our interest in providing demolition, abatement, and site stabilization services for the project entitled "Demolition - 208 Cedar Valley Court, Holly Springs, GA, 30115" as outlined in the Request For Bid #2026-03. With over 30 years of experience in demolition and site stabilization, Eagle Demolition & Environmental is uniquely equipped to deliver safe, efficient, and environmentally compliant solutions for this project.

We are confident in our ability to meet the requirements of the RFB, including:

- **Comprehensive Services:** From permitting and hazardous material abatement to debris removal and site grading, we will ensure compliance with all local, state, and federal regulations.
- **Experienced Team:** Our team of certified professionals, including OSHA-trained asbestos removal specialists, has successfully completed similar projects for a host of federal, state, and local entities.
- **Timely Execution:** We are committed to completing the demolition within the required timeframe of 14 calendar days, with a focus on ensuring the main building is demolished by the City's preferred date.
- **Safety and Compliance:** We maintain rigorous safety standards and carry comprehensive insurance, including general liability, workers' compensation, and pollution liability, meeting or exceeding the RFP requirements.

We are excited about the opportunity to partner with the City of Holly Springs to transform the area into a stabilized site that supports the community's goals. Enclosed, you will find our qualifications, references, and other required documentation as per your guidelines.

Thank you for considering Eagle Demolition & Environmental for this important project. We are eager to bring our expertise and dedication to the successful completion of this work.

Sincerely,
Eagle Demolition & Environmental



Eagle Demolition & Environmental
103 Folds Drive, Carrollton, GA 30117
Office: (770) 836-0673 | Fax: (770) 838-7711 | bids@eagledemoenviro.com

Title VI Non-Discrimination Notice

Eagle Demolition & Environmental does not discriminate on the basis of race, color, national origin, disability, age, or sex in the administration of its programs or activities, as required by applicable laws and regulations.

Eagle Demolition & Environmental is responsible for coordination of compliance efforts and receipt of inquiries concerning the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972; Title II of the Americans with Disabilities Act of 1990; and other applicable federal non-discrimination laws.

If you have any questions about this notice or any of the Eagle Demolition & Environmental's non-discrimination programs, policies, or procedures, you may contact:

Chauncey Hill
Non-Discrimination Coordinator
103 Folds Drive
Carrollton, GA, 30117
Phone Number: (770) 836-0673
E-mail Address: bids@eagledemoenviro.com

If you believe that you have been discriminated against with respect to an Eagle Demolition & Environmental program or activity, you may contact the Non-Discrimination Coordinator identified above or file a complaint with the appropriate regulatory commission.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Eagle Demolition & Environmental Inc

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on 02-17-2016 by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 02-29-2016



Brian P. Kemp
Secretary of State



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PREQUALIFICATION CERTIFICATE

Name:
Vetia Holland

Issue Date:
February 26, 2026

Address:
Eagle Demolition & Environmental
103 Folds Dr
Carrollton, Georgia 30117

Date of Expiration
February 26, 2029

Signature:

Kevin York
Kevin York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☐ C-1 Appraisal Report – Level
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☐ C-9 Detailed Cost Estimator
- ☐ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☐ C-10 Preliminary Cost Estimator
- ☐ C-11 Concept Team Meetings

D – Acquisition Services

- ☐ D-1 R/W Project Manager
- ☐ D-2 Pre-Acquisition Agent
- ☐ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☐ D-4-D Negotiation Agent 3
- ☐ D-5 Relocation Negotiation Agent
- ☐ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☐ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☒ E-2 Asbestos Abatement
- ☒ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator

V13_2022_12_23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2026

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).

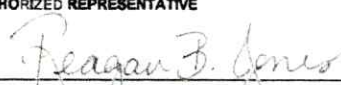
PRODUCER  Tony Brewer Agency 306 Rome St. A1 Carrollton, GA 30117		CONTACT NAME: REAGAN JONES PHONE (A/C, No. Ext): 678-839-8131 FAX (A/C, No): 678-839-8137 E-MAIL ADDRESS: reagan.b.jones.f1kg@statefarm.com	
INSURED Eagle Demolition & Environmental, INC 103 Folds Dr Carrollton, GA 30117		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25178 25143	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	9835140-C14-11 D46 0234-F23-11 -Non-owned	03/14/2026 06/23/2025	09/14/2026 12/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 ☐ N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Motor Truck Cargo (MTC) Inland Marine		91-GQ-M707-8	12/29/2025	12/29/2026	Coverage Limit \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MC1167210 DOT 3058795 RMIS ID 2454038

CERTIFICATE HOLDER	CANCELLATION
	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 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2026

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 Insurance Associates Of Carrollton 103 Park Place Way Carrollton GA 30117		CONTACT NAME: PHONE (A/C No. Ext): (770) 838-4664 FAX (A/C No): (770) 838-4661 E-MAIL ADDRESS: philip@ia-carrollton.com	
INSURED Eagle Demolition & Environmental Inc 103 Folds Dr Carrollton GA 30117		INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety - Bass NAIC # 36951 INSURER B: Hartford 19682 INSURER C: ZurichNA-USAssure 16535 INSURER D: Nautilus - Bass 17370 INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 ☐ PROJECT ☐ LOC OTHER:		CCP1288413	02/16/2026	02/16/2027	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 1,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPIOP AGG \$ 2,000,000.00
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		AN1376514	02/16/2026	02/16/2027	EACH OCCURRENCE \$ 7,000,000.00 AGGREGATE \$ 7,000,000.00
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	20WECAV9EXJ	01/20/2026	01/20/2027	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
C	Contractors Equipment-Rented Equip		EC74009377	05/17/2026	05/17/2027	Rented Limit \$220,000.00 Deductible \$2,500.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

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Eagle Demolition & Environmental
103 Folds Drive, Carrollton, GA 30117
Office: (770) 836-0673 | Fax: (770) 838-7711 | bids@eagledemoenviro.com

Abatement & Demolition Plan

After Notice to Proceed (NTP) is granted we will file all appropriate abatement/demolition notifications to EPA/EPD. After the 10-day process we will commence with the abatement activities on 208 Cedar Valley Court, Holly Springs, GA, 30115. Any enclosed activities will be performed adhering to industry standards & protocols (i.e. containment areas, negative pressure, decon areas, etc., if required) since the structures are slated for demolition, there is no need to perform post abatement air clearances.

Eagle will obtain any demolition/land disturbance permits required. We will notify the UPC to guarantee that all utilities (i.e., gas, electrical, water, sewer/septic, cable, phone, and any fiber optic if necessary) are located, disconnected, or terminated properly.

After these practices/procedures have been completed, Eagle will mobilize all necessary equipment (i.e. excavator, skid steel loaders, cranes, dozers, trucks, etc.). Eagle will immediately commence demolition activities after mobilization comprising approximately 14 days. Eagle will follow proper protocol adhering to any regulations enforced by the Department of Natural Resources, OSHA, and the DOT respectfully. Eagle will also adhere to any NESHAP, erosion control, job safety, and traffic controls to ensure a safe and regulatory work environment.

After demolition is completed and all underground construction (i.e. footers) are removed, then Eagle will perform a rough grade on the job site and maintain Best Management Practices (BMP). Eagle will ensure all erosion control methods are in place. Silt fencing will be placed at any runoff areas, and we will inspect and maintain such on a weekly basis until the site is released via final inspection by The City of Holly Springs's point of contact.

Eagle will recycle any materials that is feasible versus landfilling. Our trained staff will separate the steel, aluminum, copper, brass, etc., and haul to an appropriate metal recycling facility. Eagle will also recycle/reuse any materials deemed feasible for such.

The City of Holly Springs should provide a Universal Waste (UW) survey of the structure if any universal waste is required to be removed prior to demolition. If the demolition contractor is required to remove such, then any PCB ballast, mercury signage/thermostats, or any other material deemed as universal waste, will be recycled, or taken to an appropriate end user facility for proper disposal.

We will demobilize all equipment at the completion of the project, and we will schedule a final inspection with The City of Holly Springs's representative. We will leave the premises in a broomed clean condition and workmanship-like manner, ensuring that all work is completed, and the client is satisfied.



Eagle Demolition & Environmental
103 Folds Drive, Carrollton, GA 30117
Office: (770) 836-0673 | Fax: (770) 838-7711 | bids@eagledemoenviro.com

Environmental Protection Plan

Protection of Water Resources

Objective: Prevent the pollution of streams, lakes, or reservoirs with fuels, oils, bitumen, or construction waste

Storm Water Pollution Prevention:

- If the construction site is 1 to <5 acres, Eagle Demolition & Environmental will file a Construction Site Notice (CSN) but a full SWP is not required if the "Low Rainfall Erosive Waiver" applies.
- If <1 acre, no Notice of Intent (NOI) or CSN is typically required, but BMPs will still be used.
- Condensate Management: Any remaining HVAC condensate drains will be routed to the exterior of the facility, directed to a dry well or existing storm drain.
- Concrete Washout: Concrete truck chutes may only be rinsed at the construction site in a high-density polyethylene plastic-lined box or pit. This pit will be backfilled and restored upon completion.

Protection of Land Resources

Objective: Confine construction activities to defined areas and prevent damage to natural features¹⁵.

- Tree Protection: Do not remove, cut, or deface trees/shrubs without Contracting Officer (CO) approval. Ropes and cables will not be fastened to trees.
- Restoration: Any landscape features scarred or damaged by equipment will be restored to original condition.
- Invasive Species: Eagle Demolition & Environmental will ensure no invasive or noxious weeds (per Federal Noxious Weed List) are introduced to the site.
- Post-Construction: Disturbed areas will be graded, filled, and topsoil spread to a depth of approximately 3 inches, then seeded with appropriate grass (2 lbs/1,000 sq ft).

Protection of Air Quality

Objective: Comply with the Clean Air Act and prevent nuisance dust.

- **Dust Control:** Maintain excavations, stockpiles, and haul roads free from dust using water sprinkling. Water will be applied at intervals sufficient to keep disturbed areas damp.
- **Burning:** No material shall be burned on site.
- **Ozone Depleting Substances (ODS):** Eagle Demolition & Environmental will minimize the use of ODS (Class I or II)23. All refrigerants in HVAC units will be recovered by trained operators (EPA Section 608 certified) before demolition.

Protection of Natural & Cultural Resources

- **Fish and Wildlife:** Work will not alter water flows or disturb native habitat adjacent to the project area.
- **Historical/Archaeological Finds:** If historical items are discovered, Eagle Demolition & Environmental will protect the find in-place, mark a 50-foot radius area with flags, and immediately report it to the CO.

Monitoring Procedures

- **Spill Response:** A spill kit will be maintained on-site. In the event of a spill, Eagle Demolition & Environmental will immediately notify The City of Holly Springs & the Georgia Fire Department.
- **Inspections:** The Environmental Manager will conduct daily inspections of dust control measures and weekly inspections of storm water controls (if applicable).



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103 Folds Drive, Carrollton, GA 30117
Office: (770) 836-0673 | Fax: (770) 838-7711 | bids@eagledemoenviro.com

SAFETY SITE PLAN

All demolition activities will be completed using acceptable industry standard methods.

- ❖ A spotter is used anytime heavy equipment/trucks are in reverse motion.
- ❖ Any damaged, unsafe, or inoperable tools, lifts, and equipment will be tagged properly and removed from our inventory as soon as such hazards have been identified. We will prohibit use of any defective equipment immediately and notify the onsite safety supervisor of such.
- ❖ All metal saw cutting will be done with safety glasses, appropriate hand covers, & long-sleeved shirts/pants will be worn. If torches are used in the cutting process, then propane/acetylene and oxygen tanks will be inspected daily for leaks and condition. Torches and lines will be inspected twice daily for the same. We will also obtain any hot work permits required by the facility to perform such activities.
- ❖ Any hazardous materials will be identified, handled, packaged, and disposed of in a proper manner adhering to RCRA Protocols (40 CFR part 262). All asbestos materials will be abated using wetting agents and properly bagged. Any containers leaving The City of Holly Springs, 208 Cedar Valley Court, Holly Springs, GA, 30115, that contains hazardous materials will be double lined with 6 MIL Poly, sealed, and labeled with the appropriate generator's information and hazardous placards. All HAZMAT disposal loads will have a manifest accompanying each load.
- ❖ All demo/abatement personnel will wear appropriate PPE (i.e. Steel toed boots, gloves, hard hats, long jeans/shirts, safety glasses, ear plugs, respirators, and full body suits) when performing such activities.
- ❖ Safety vests, company attire, and badges will be worn at all times. Any individuals performing traffic control/flaggers will be required to wear DOT approved fluorescent vest and appropriate traffic control devices will be used. We will provide 2-way radios for our site foreman and superintendent that are communication compatible.
- ❖ First-Aid kits, fire extinguishers, and portable defibrillators will be kept on site at all times. We also employ a full-time safety (EH&S) supervisor to ensure all safety/work methods are being performed under OSHA's safety standards.
- ❖ All employees will have an updated annual physical via Occupational Health (Federally accepted) to ensure they are capable of performing specified work duties. If an incident/accident occurs, we will notify 911 immediately if warranted. We will then contact The City of Holly Springs's safety representative and document/report any required recordable incidents. Our site superintendent will complete and retain all required incident/accident reports to be delivered to the facility.

****Please see comprehensive safety protocols in attached Corporate Safety & Quality Manual. ([CLICK HERE](#))****

****Eagle warranties grass will sprout within 45 days of installation of seed/straw if watered properly by The City of Holly Springs****



Eagle Demolition & Environmental
103 Folds Drive, Carrollton, GA 30117
Office: (770) 836-0673 | Fax: (770) 838-7711 | bids@eagledemoenviro.com

Material and Waste Management Plan

- Goal: Achieve a diversion of solid waste from the landfill by weight.
- Tracking: Eagle Demolition & Environmental will group manifests per waste type and submit data to The City of Holly Springs.

Waste Stream Analysis & Disposition

Material	Classification	Action	Disposal/Recycling Facility (Proposed)
Asbestos Containing Materials (ACM)	Hazardous / Regulated	Remove & Dispose. Abatement required prior to demolition.	Regional Landfill
Lead Materials	Recyclable	Recycle. All demolished lead items (e.g., plumbing flashing) will be recycled.	Authorized Metal Recycler
Concrete/Masonry	Non-Hazardous	Recycle/Divert. Clean concrete crushed for fill or recycled.	Local Concrete Recycler or Base Fill Area (if approved)
Scrap Metal	Recyclable	Recycle. Steel, wiring, conduit, and framing.	Local Scrap Metal Recycler
Refrigerants	Hazardous (ODS)	Recover. Recovered into approved cylinders by certified technician.	Returned to Reclamation Facility.
Universal Waste (If Applicable)	Regulated	Recycle. Lamps, ballasts, and mercury thermostats.	Authorized Universal Waste Handler
General Debris	Non-Hazardous	Landfill. Wood, drywall, non-recyclable plastics.	Local Permitted C&D Landfill

Hazardous Material Management

- Asbestos Survey Results: Per ACM Surveys provided via The City of Holly Springs.
- Notification: Written notice of intent to abate/demolish will be sent to The Georgia Department of Environmental Protection 10 working days prior to start.
- Disposal: Wastes will be transported to regional HAZMAT landfill.

Lead-Based Paint (LBP):

- Assumption: All painted surfaces are assumed to contain lead unless tested otherwise.
- Safety: Worker protection (OSHA) is required during sanding/grinding (if required).

Refrigerants:

- Cylinders used for recovery will be marked with a 6-inch wide yellow band to distinguish recovered refrigerant.

Environmentally Preferable Purchasing

To the maximum extent possible, Eagle Demolition & Environmental will utilize materials (if new materials are required for site restoration) that are bio-based or have recycled content, in accordance with EPA guidelines.

Final Disposition Report

Prior to final acceptance, Eagle Demolition & Environmental will submit an FDR containing:

- Report summary of facilities completed.
- Chronology of events (waste generation, removal, & abatement).
- Signed and completed Waste Manifests and Weight Tickets.
- Chain of Custody documentation for hazardous materials.
- Certification of proper disposal.

BID EXECUTION FORM

To: City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142

Date: 6/11/26

From: Eagle Demolition & Environmental
(Contractor)
103 Folds Drive Carrollton ga. 30117
(Address)

I have examined the Invitation to Bid for the project entitled **Demolition- 208 Cedar Valley Court Holly Springs, GA, 30115 Site**. I have examined the site and the conditions affecting the work. I have also received Amendments Numbered 1 6/18 and have included their provisions in this Bid.

I propose to furnish all services, labor, material, tools, equipment, transportation, supervision, and other items necessary to complete the construction of the project in its entirety, in accordance with the bid documents, for the lump sum of:

Eighteen thousand five hundred dollars Dollars (\$ 18,500).

In submitting this Bid, I also agree:

1. Not to withdraw or modify this Bid for a period of sixty (60) days following the opening of bids.
2. If I am notified in writing of acceptance of this Bid within sixty (60) days after the time set for the opening of the bids, I agree to execute a written Contract for the compensation herein stated within ten (10) days, in accordance with the Instructions for Bidders, and at the same time, furnish and deliver to the City of Holly Springs a Performance Bond in the amount of one hundred percent (100%) of the Contract sum and a Payment Bond in the amount of one hundred percent (100%) of the Contract sum.

3. To start work within ten (10) days of the Notice to Proceed with an adequate force and equipment to complete all work required by the Contract within Thirty (30) consecutive calendar days.
4. That this Bid is made subject to all the terms and conditions on the Invitation for Bids, Instructions for Bidders, and this Bid is made in good faith, without collusion or connection with any other person bidding the same work.
5. I have attached a Bid Bond in an amount not less than five percent (5%) of my total bid price from Acrisure or cashier's check.
(Surety Company)

This Bid is submitted in the name of:

Contractor: Eagle Demolition & Environmental
Address: 103 Folds Drive
Carrollton Ga 30117

Phone: 770-836-0673

By: _____

Secretary: _____

Witness Synthia McChive

AMENDMENT CERTIFICATION

I hereby acknowledge receipt of the following checked amendments of the Bid, Plans, Specifications, and/or documents pertaining to the Contract.

Amendment Number: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐

I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Eagle Demolition & Environmental
Company Name

By: _____

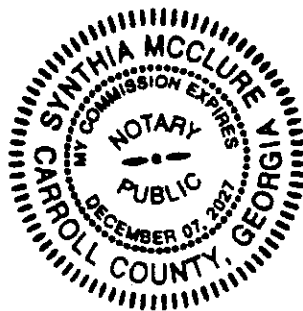
Witness my hand and seal this the 11 day of June, 20 26.

The bidder (s) whose signature (s) appears on this Document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this 11 day of June, 20 26.

Synthia McClure
(Notary Public)

My commission expires on the 11 day of June, 20 26.



June 18, 2026

ADDENDUM TO ADVERTISED CONTRACT

PROJECT NAME: Demolition- 208 Cedar Valley Court, Holly Springs, GA, 30115

PROJECT NUMBER: RFB #2026-03

CITY: CITY OF HOLLY SPRINGS

AMENDMENT NUMBER: 1

LETTING DATE: July 10, 2026

THE FOLLOWING CHANGES ARE HEREBY MADE TO THIS CONTRACT. THE BIDDER IS RESPONSIBLE FOR MAKING ANY NECESSARY CHANGES IN INK IN THE PROPOSAL. BIDDER SHALL ACKNOWLEDGE THIS AMENDMENT BY CHECKING THE APPROPRIATE SPACE ON THE AMENDMENT CERTIFICATION PAGE.

QUESTIONS/CLARIFICATIONS

1. Will there be a pre-bid meeting? Can you confirm whether contractors are allowed to go by the property to review existing site conditions before the bid date? **A pre-bid site inspection will be scheduled for June 25th from 1:00 pm to 2:00 pm. Prospective bidders will be allowed to walk around the site with a representative of the City. If there are any questions at the pre-bid meeting, they will need to be submitted through email. Questions/clarifications from the pre-bid inspection will be summarized in an official addendum afterwards.**
2. Do you have a copy of the asbestos survey? **The contractor's bid should include the initial asbestos survey. Any abatement that is required per the survey will be negotiated as a change order. All bidders should assume no asbestos will be present.**

SAVE AFFIDAVIT

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), the undersigned applicant verifies the following with respect to my application for award of a contract with the City of Holly Springs, Georgia.

✓ I am a United States Citizen.

OR

_____ I am a legal permanent resident of the United States or an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older and lawfully present in the United States.

The undersigned applicant also hereby verifies that he or she has provided at least one secure and verifiable document, as required by O.C.G. A. § 50-36-1(e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed this the 11 day of June, 20 in Carrollton (city), Ga. (state)

Signature of Applicant

6/11/26

Date _____

Vetia Holland

Printed Name of Applicant

Alien Registration Number (if applicable)

Eagle Demolition & Environmental

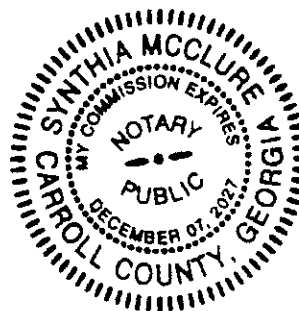
Applying on Behalf of/Business Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

11 DAY OF June, 2026

NOTARY PUBLIC

My Commission Expires: 12/7/27



E-VERIFY CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name or contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs 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 (RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

952222

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor name)

3/4/2016

Date _____

CEO

Title of Authorized Officer or Agent of Contractor

Vetia Holland

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

110 DAY OF June 2026

Tynthia 11 live

Notary Public

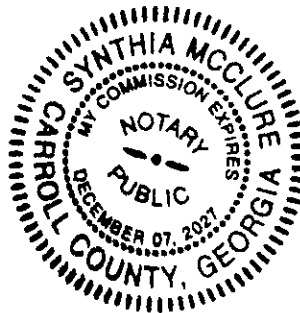
My Commission Expires:

12/7/27

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91



DRUG AND ALCOHOL COMPLIANCE

City of Holly Springs

DRUG AND ALCOHOL POLICY AND TESTING PROGRAM

All Contractors performing work for the City of Holly Springs shall have a Drug and Alcohol Policy and Testing Program. The policy must comply with Federal Transit Administration testing regulations (49 CFR Parts 653, 654, 40), Federal Highway Administration testing procedures (49 CFR Part 382), and the Drug Free Workplace Act of 1988. The awarded contractor must have a drug and alcohol-free workplace in order to reduce the probability of accidents or incidents related to the use and/or abuse of alcohol and other drugs and to establish guidelines designed to help prevent accidents and injuries resulting from the misuse of alcohol or the use of controlled substances by drivers of commercial motor vehicles.

In signing below, I, Vetia Holland, an authorized representative of Eagle Demolition & Environmental, am acknowledging that a Drug and Alcohol Policy is in full effect, and a copy of said policy is on file at the company office and can be made available.

(Signature)

CEO

(Title)

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2026, by and between the, **CITY OF HOLLY SPRINGS, GEORGIA** hereinafter called "Owner", and **EAGLE DEMOLITION & ENVIRONMENTAL**, hereinafter called "Contractor", doing business as an individual, a partnership, or a corporation of the City of Carrollton, Georgia, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the construction described as follows:

Complete demolition and disposal of an approximately 1908 sf building with 2 floors, concrete driveway, asbestos surveys, septic tanks, and all other items at one site located at 208 Cedar Valley Court in the City of Canton, GA. Do not disturb any trees on site unless required to remove the fence behind the house.

hereinafter called the "Project", for sum of **Eighteen Thousand Five Hundred Dollars and Zero Cents (\$18,500.00)** and all extra work in connection therewith, under the terms as stated in the Contract, and at his (its or their) own expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid, the General Conditions of the Contract, the Plans, which include all explanatory matter thereof, the specifications and Contract documents thereof as prepared by the City of Holly Springs, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "NOTICE TO PROCEED" of the Owner and to fully complete the project within **30** consecutive calendar days thereafter.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof as provided in the **Lump Sum Price bid**.

IN WITNESS WHEREOF, the parties to those present have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREEMENT (CONTINUED)

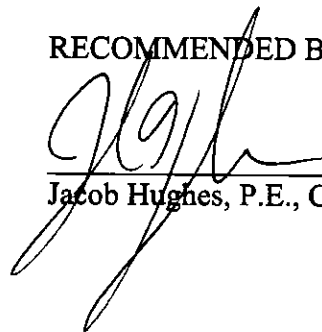
CITY OF HOLLY SPRINGS, GEORGIA

By: _____
Ryan Shirley, Mayor

ATTEST:

Karren Norred, City Clerk

RECOMMENDED BY:



Jacob Hughes, P.E., City Engineer

ATTEST:

Robert H. Logan, City Manager

Contractor

APPROVE AS TO FORM:

City Attorney

By: _____

Title: _____

Attest: _____

If Contractor is a corporation, Secretary should attest. Give proper title of each person executing Contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety) hereinafter

called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____) in lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the
OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a
part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and
corporations furnishing materials for or performing labor/services in the prosecution of the WORK provided for in such
Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil,
gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used on connection with the construction
of such WORK, and all insurance premiums on said WORK, and for all labor/services performed in such WORK whether
by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract or to the WORK, to be performed thereunder or the
SPECIFICATIONS, accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK
or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
_____ (Number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____,
20____.

ATTEST:

(Principal) Secretary

[SEAL]

By _____

(Witness as to Principal)

(Address)

(Surety)

By _____
(Attorney-in-fact)

ATTEST:

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal.
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

hereinafter called Surety, are held an firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the OWNER, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor/services in the
prosecution of the WORK provided for in such Contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,
repairs on machinery, equipment and tools, consumed or used on connection with the construction of
such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK
whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain
in full force and effect.

PROVIDED, FURTHER, that the said surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the WORK, to be
performed thereunder or the SPECIFICATIONS, accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(number)
one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

[SEAL]

By _____

Witness as to Principal

Address

ATTEST:

Witness as to Surety

Surety
By _____
Attorney-in-Fact

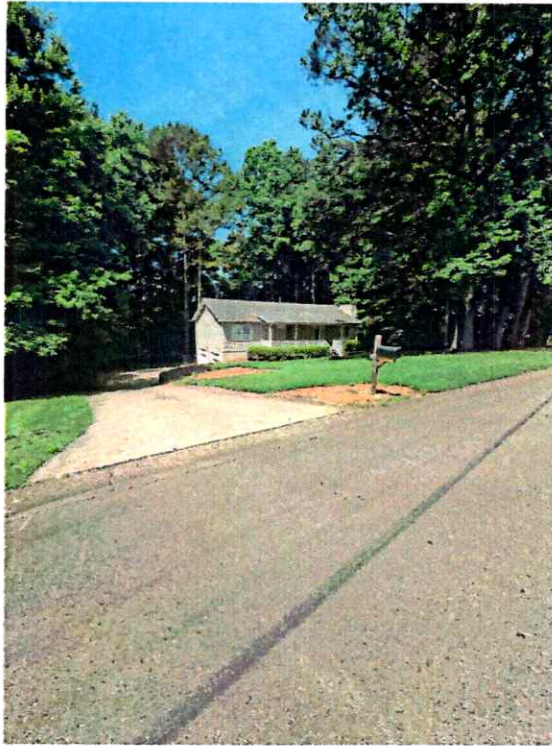
Address

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

ATTACHMENT 1 – 'DEMOLITION AREA'

208 Cedar Valley Court



ITEM REPORT

AGENDA ITEM NUMBER: VIII.L.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: July 20, 2026

AGENDA ITEM: Resolution to call the 2026 General Election, which will be held on November 3rd, and to set the qualifying dates as August 17–19, 2026.

EXECUTIVE SUMMARY:

Resolution to call the 2026 General Election, which will be held on November 3rd and to set the qualifying dates as August 17-19, 2026. Qualifying will be held between 8:30 a.m. and 4:30 p.m. each day. The General Election will be held to fill the Ward 2 and 4 Council Seats.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. RES 2026 General Election

RECOMMENDATION:

The staff recommendation is approval of the resolution.

CONCURRENCES:

City Manager

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA; CALLING FOR THE 2026 GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF ELECTING MEMBERS TO THE GOVERNING AUTHORITY; ESTABLISHING QUALIFYING DATES; PROVIDING FOR QUALIFICATION FEES; PROVIDING FOR NOTICE; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, including O.C.G.A. Title 21 and the charter of the City of Holly Springs, Georgia, a general election is required for the election of members of the governing authority; and

WHEREAS, the governing authority desire to establish the date of such election and the qualifying period for candidates seeking elected office;

WHEREAS, the City of Holly Springs has an Intergovernmental Agreement with the Cherokee County Board of Elections to conduct Municipal Elections. This agreement sets forth the duties of the City Clerk and the Supervisor of the Cherokee County Elections and Registration Office; and

WHEREAS, Absentee, Advance, Early, and Saturday Voting will be handled through the office of the Cherokee County Board of Elections; and

WHEREAS, the deadline for Voter Registration for the General Election shall be at the close of business on Monday, October 5, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Holly Springs, Georgia, as follows:

Section 1.

A general election shall be held on the 3rd day of November 2026, for the purpose of electing the following offices:

City Council - Ward 2 seat
City Council - Ward 4 seat

All terms of office shall begin as provided by the law and the charter of the City of Holly Springs, Georgia.

Section 2.

Candidates seeking to qualify for election to the offices listed herein shall qualify at the of the City Clerk located at 3237 Holly Springs Pkwy., Holly Springs, GA 30115.

The qualifying period shall begin at 8:30 a.m. on August 17, 2026, and end at 4:30 p.m. on August 19, 2026.

Section 3.

The qualifying fess for each office shall be \$180. Such fees are established pursuant to O.C.G.A. 21-2-131.

Section 4.

Notice of the election and qualifying period shall be published in the official legal organ in accordance with Georgia law.

Section 5.

The resolution shall become effective immediately upon its adoption.

BE IT SO RESOLVED, this 20th day of July 2026.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)