



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, September 23, 2024 | 6:30 PM

Steven W. Miller, 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. Georgia Reads Day Proclamation
- B. Holly Springs Town Center Project Update

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. August 19, 2024 City Council Public Hearing minutes
- B. September 5, 2024 City Council Meeting minutes

VII. OLD BUSINESS

- A. **MA-04-2024**, applicant, Dominion Development and Acquisitions, requests rezoning of 10.07 +/- acres located off of Holly Springs Parkway, Holly Springs, GA, tax parcels 009 (pt), 011, 012 and 013 of tax plat 93N20, from GC, General Commercial, to HDMFR, High Density Multi-Family Residential, with staff stipulations as outlined in zoning ordinance MA-04-2024.

VIII. NEW BUSINESS

- A. Bond Release for Performance Bond #1001028361 for Edgewater Subdivision, Phase 5.
- B. Time extension request for an additional 90 days, dated September 13, 2024, from Crown Retail Services, Inc. DBA Crown Service Contractors for the Holly Springs Town Center Parking Deck Electrical Project, RFB # 2024-06.
- C. Amend the Professional AE Support Services Agreement for CD's for Permit & Bidding City Hall at Holly Springs Town Center, Georgia between the CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C. (P.C) dba CPL and the City of Holly Springs, Georgia to add Professional AE Support Services - Adding CPL Structural Engineering to Scope City Hall at Holly Springs Town Center, Georgia in an amount not to exceed \$90,000.
- D. Intergovernmental Agreement for Old Hwy 5/Main Street/Holly Springs Parkway Concept Planning Ridgewalk Parkway to East Cherokee Drive among Cherokee County, Georgia, the City of Holly Springs, Georgia, and the City of Woodstock, Georgia, in an amount not to exceed \$19,718.33.
- E. Master Service Agreement between the City of Holly Springs and Oasis Consulting Services for construction material testing and inspection services for the Holly Springs Pkwy @ Fox Creek Dr Intersection Improvement & Sidewalk Project, RFB # 2024-03, in an amount not to exceed \$8,000.
- F. Resolution of the City of Holly Springs, Georgia authorizing the renewal of Health Insurance effective January 1, 2025 with Cigna Healthcare for the medical, dental and vision lines of coverage and to renew the Open Access Plus Plan OAP base as the medical base plan, and to renew the Open Access Plus Plan OAP buyup as the buy-up option; to renew the Q5 DPPO \$1000/Ortho dental plan; to renew the C1-Standard PPO Comprehensive vision plan; and to authorize the City Clerk/HR Director to execute all documents pertaining to these matters.
- G. Resolution of the City of Holly Springs, Georgia authorizing the renewal of the Basic Life and AD&D Insurance, the voluntary life insurance, the short-term disability, the renewal of the long-term disability, the voluntary accident insurance, the voluntary critical illness insurance with the Standard Insurance Company; and to authorize the City Clerk/HR Director to execute all documents pertaining to these matters for plan year January 1, 2025 through December 31, 2025.

IX. REPORTS

X. ADJOURNMENT



BY THE MAYOR OF THE CITY OF HOLLY SPRINGS

A PROCLAMATION

GEORGIA READS DAY PROCLAMATION

WHEREAS, Literacy is not just an education issue but an economic, workforce, and quality of life issue. It is also a predictor of future educational achievement, economic status, and lifelong health and well-being.

WHEREAS, In 2023, 61% of Georgia rising fourth graders did not read proficiently, and research shows that children who are proficient readers by the end of third grade are four times more likely to graduate from high school than their peers who are not reading on grade level.

WHEREAS, The General Assembly recognized the importance of literacy skills with the passage of two bills in 2023: SB 211, that created the Georgia Council on Literacy, and HB 538, that requires comprehensive education reforms for reading instruction in the science of reading.

WHEREAS, Understanding that collaborative efforts and strategic partnerships must be undertaken to effectively address literacy issues, the Georgia Municipal Association (GMA) and its nonprofit organization, Georgia City Solutions, members of the Georgia General Assembly, and football champion now turned children's author, Malcolm Mitchell, partnered with the Georgia Council on Literacy to launch "Georgia Reads" at the 2024 GMA Annual Convention.

WHEREAS, Community involvement is essential to literacy improvements and "Georgia Reads" will include recognizing 10 community partnerships that have increased literacy in the past three to five years as Georgia Reads Communities.

WHEREAS, September 30, 2024, marks a date when all Georgians are encouraged to create awareness about the importance of reading and encourage community partnerships to promote future literacy improvements.

WHEREAS, Together we can improve Georgia's economic vitality one book at a time.

NOW THEREFORE, I Steven W. Miller, Mayor of the City of Holly Springs, do hereby recognize September 30, 2024 as CITY OF HOLLY SPRINGS READS DAY and encourage all residents, businesses, and community partners to help promote and elevate literacy as a community priority.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Holly Springs to be affixed this 23rd day of September, 2024.

Steven W. Miller
Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Public Hearing Minutes
August 19, 2024**

Elected Officials Present: Mayor Steven Miller, Mayor Pro Tem Michael Roy Zenchuk II, Councilman Kyle Whitaker, and Councilman Kevin Moore.

Elected Officials Not Present: Councilwoman Dee Phillips and Councilman Jeff Wilbur.

Staff Present: Finance Director Denise Lamazares, Accounting Specialist Becky Bruce, Accountant Dana McKenzie, and Assistant City Clerk/Records Manager Lou Stewart.

I. CALL TO ORDER

Mayor Miller called the Public Hearing to order at 11:00 a.m.

II. PUBLIC HEARING

A. 2024 Proposed Millage Rate

Finance Director Denise Lamazares gave an overview of the 2024 Proposed Millage Rate. Ms. Lamazares informed City Council the third public hearing will be held at 6:30 p.m. during the August 19, 2024 City Council Meeting. After closure of the public hearing, the City Council will vote by ordinance on the proposed millage rate.

III. PUBLIC COMMENTS

No public comments were given.

Mayor Miller closed the public hearing at 11:01 a.m.

IV. ADJOURNMENT

Mayor Pro Tem Zenchuk II made a motion to adjourn the public hearing. Councilman Moore seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Meeting Minutes
September 5, 2024**

Elected Officials Present: Mayor Steven Miller, Mayor Pro Tem Michael Roy Zenchuk II, Councilwoman Dee Phillips, and Councilman Kevin Moore.

Elected Officials Not Present: Councilman Kyle Whitaker and Councilman Jeff Wilbur.

Staff Present: Alicia Argo from the City Attorney's Office, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Finance Director Denise Lamazares, Community Development Director Nancy Moon, Chief Building Official Jon Page, IT/Facilities Manager Ron Carter, Permit Tech MaryBeth Latham, Community Development Coordinator Tracey Chambers, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Captain Casey Barton, Lieutenant Naveed Babar, Sergeant Michael J. Adams, Sergeant Mike Sheehan, Corporal Brandon Boyce, Officer Michael Stearnes, Officer Billy Greer, Officer Nicholas Hoskins, Officer Eric Bastress, Officer Carson Warner, Officer Dustin Miller.

I. CALL TO ORDER

Mayor Miller called the City Council Meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Miller led the Pledge of Allegiance.

III. INVOCATION

Mayor Pro Tem Zenchuk gave the invocation.

IV. PRESENTATIONS

- A. Yard of the Month - Kjell and Anne T. Hestvedt
- B. Employee Recognitions - Five Years of Service
MaryBeth Latham
Officer Dustin Miller

Mayor Pro Tem Zenchuk informed everyone that this was Community Helper Appreciation Week, and Ms. Zenchuk's class at St. Michael the Archangel Preschool wanted to make something for the Holly Springs Police Officers. Mayor Pro Tem Zenchuk read the card which said, "High fives for all you do. Thanks for protecting us. Thanks, Love the Bunny Class."

V. PUBLIC COMMENTS

Ms. Ursula Cox spoke concerning traffic issues with the proposed development on Arthur Drive.

Mr. Roger McIver spoke concerning changing roadway lighting to dark sky compliant lights and the buffer for the proposed development on Arthur Drive.

Mr. Dick Hall spoke concerning the buffer for the proposed development on Arthur Drive and construction traffic on Peardon Court.

Ms. Karen Kaplan requested that construction traffic be prohibited on Peardon Court and spoke concerning the number of houses for the proposed development on Arthur Drive.

Mr. Jimmy Payne from the Cherokee Association of Realtors spoke concerning the proposed Dominion project being a good option for seniors.

Ms. Shannon Wymer spoke concerning the traffic issues and the lower property tax base for senior housing with the proposed development on Arthur Drive.

Ms. Marishell Mulvihill requested City Council to lower the number of homes for the proposed project on Arthur Drive and voiced concerns about the traffic study.

VI. CONSENT AGENDA

A. August 5, 2024 City Council Meeting and Public Hearing minutes.

B. August 19, 2024 City Council Meeting and Public Hearing minutes.

Mayor Pro Tem Zenchuk made a motion to approve the consent agenda.
Councilman Moore seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. **MA-04-2024**, applicant, Dominion Development and Acquisitions, requests rezoning of 10.07 +/- acres located off of Holly Springs Parkway, Holly Springs, GA, tax parcels 009, 011, 012 and 013 of tax plat 93N20, from GC, General Commercial, to HDMFR, High Density Multi-Family Residential.

Mayor Pro Tem Zenchuk made a motion to approve Item A with staff stipulations. Councilman Moore seconded the motion. Motion failed due to an affirmative vote of a majority of the entire council. Yes 2, No 1, Abstained 0. Councilwoman Dee Phillips voted no.

Mayor Pro Tem Zenchuk made a motion to defer Item A to the next City Council meeting on September 23rd. Councilman Moore seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

B. **A-01-2024**, applicant, EC New Vision Georgia, LLC, requests annexation of 23.12 +/- acres located off of Arthur Drive, Cherokee County, GA, tax parcel 288 of tax plat 15N14 and tax parcels 119 and 124 of tax plat 15N20.

- C. **MA-01-2024**, applicant, EC New Vision of Georgia, LLC, requests rezoning of 23.12 +/- acres located off of Arthur Drive, Holly Springs GA, tax parcel 288 of tax plat 15N14 and tax parcels 119 and 124 of tax plat 15N20, from R-40, Single Family Residential Estate (County), to TND, Traditional Neighborhood Development (City).

Mayor Pro Tem Zenchuk made a motion to approve Item B and C with staff stipulations, including revisions to stipulations number seven (7) and sixteen (16), and to add stipulation number seventeen (17). Councilman Moore seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

MA-01-2024 Arthur Drive-Additional/Revised Stipulations:

Revise #7 as follows:

7. The lot frontage may be reduced to forty-five (45) feet for Lot 50 as shown on site plan, entitled, "Arthur Drive" and dated August 19, 2024.

Revise #16 to add Peardon Court as follow:

16. All construction and employee vehicles and equipment shall be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Arthur Drive or Peardon Court. No construction traffic shall be permitted on Peardon Court. There will be no stacking of vehicles along any roadway waiting for entry onto the property.

Add stipulation #17 that was also recommended by Planning Commission.

17. Owner/Developer shall install the following traffic improvements subject to approval of the City Engineer and County Engineer: a left-turn lane on Hickory Road at the intersection of Arthur Drive, a right-turn lane on Hickory Road at the intersection of Arthur Drive, and a deceleration lane at the entrance to the development.

- D. **A-03-2024**, applicant, PR Land Investments, LLC, requests annexation of 5.54 +/- acres located off of Old Pioneer Trail, Cherokee County, GA, tax parcel 196 of tax plat 15N19.
- E. **MA-05-2024**, applicant, PR Land Investments, LLC, requests rezoning of 28.24 +/- acres located off of Old Pioneer Trail, Holly Springs, GA, tax parcels 196, 197, 198, 199, 200, 200A, 201, 202, 203, 223, and 226 of tax plat 15N19, from R-40, Single Family Residential Estate (County) and TND, Traditional Neighborhood Development (City), to TND, Traditional Neighborhood Development (City).

Councilman Moore made a motion to approve Items D and E with staff stipulations. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- F. Change order #1 from Ohmshiv Construction, LLC for the Holly Springs Parkway @ Fox Creek Dr. Intersection Improvements and Sidewalk Project (RFB # 2024-03) in an amount not to exceed \$21,500 and an additional one (1) week time extension.

Mayor Pro Tem Zenchuk made a motion to approve Item F. Councilwoman Phillips seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- G. Resolution to open SPLOST VI checking account at South State Bank.

Councilwoman Phillips made a motion to approve Item G. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

- H. Resolution to close SPLOST V checking account at South State Bank.

Mayor Pro Tem Zenchuk made a motion to approve Item H. Councilman Moore seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

IX. REPORTS

- A. Monthly Departmental Reports

Mayor Miller congratulated Chief Keheley on Holly Springs being designated as the safest city in Georgia.

X. ADJOURNMENT

Mayor Pro Tem Zenchuk made a motion to adjourn the meeting and move into executive session for the purpose of personnel. Councilwoman Phillips seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

XI. EXECUTIVE SESSION

- A. Personnel

Respectfully submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VII.A.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 23, 2024

AGENDA ITEM: MA-04-2024, applicant, Dominion Development and Acquisitions, requests rezoning of 10.07 +/- acres located off of Holly Springs Parkway, Holly Springs, GA, tax parcels 009 (pt), 011, 012 and 013 of tax plat 93N20, from GC, General Commercial, to HDMFR, High Density Multi-Family Residential, with staff stipulations as outlined in zoning ordinance MA-04-2024.

EXECUTIVE SUMMARY:

Applicant, Dominion Development and Acquisitions, requests rezoning of 10.07 +/- acres located off of Holly Springs Parkway, Holly Springs, GA, tax parcels 009 (pt), 011, 012 and 013 of tax plat 93N20, from GC, General Commercial, to HDMFR, High Density Multi-Family Residential. The applicant proposes to develop an affordable 222-unit multi-family senior housing community.

The following variances have been requested:

Density: Applicant is requesting a variance from 16 units/acre to 22 units/acre.

One-Bedroom Units: Applicant is requesting a variance for the size of one-bedroom units from 750 square feet to 700 square feet.

Parking Ratio: Applicant is requesting a variance from 308 total parking spaces to 267 parking spaces, equivalent to 1.2 spaces per unit.

Building Materials: Applicant is requesting a variance from a 100% brick façade to a mixture of brick, windows, and Hardie plank fiber cement siding.

Planning Commission Recommendation

The Planning Commission conducted a public hearing on August 8, 2024. Area residents were concerned about decreasing housing values, transient residents, trees and existing underground springs, no benefits provided by the development to the area citizens, the effect of having apartments in the town center, and the height of the buildings. The applicant requested an additional variance for the allowed amenities. The Planning Commission recommended approval (4-0) with staff stipulations with an added stipulation to allow additional amenities more suited for a senior community under the requirements of Section 5.2-5.D, High Density Multi-Family Residential.

Subsequent to the Planning Commission meeting, the applicant revised the site plan to reduce the northern section of the building to 4 stories. The southern end of the building will be 5 stories with the bottom floor consisting of parking. Due to the topography, the height of the building will be equal across the entire structure. A proposed access has been provided to Hickory Springs Parkway (proposed new road connecting Hickory Road to Holly Springs Parkway). In addition, they added an area for a small business, i.e. coffee shop, on the southern end of the project adjacent to Holly Springs Parkway.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. MA-04-2024 Staff Analysis
2. Location Map
3. Updated Site Plan
4. Updated Photogrammetry
5. Updated Rendering
6. Updated City Council Presentation
7. Application
8. Public Information Meeting Report
9. Ordinance and Exhibits

RECOMMENDATION:

The staff recommendation is to approve the request to rezone the property to **HDMFR, High-Density Multi-Family Residential**, with the following stipulations:

1. The owner/developer shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, common areas, open space areas, amenity areas and the like contained within the community.
2. The owner/developer shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within common areas, open space areas, walking trails, bike paths and the like to protect and maintain the quality and integrity of the development.
3. Density shall be limited to a maximum of 22 multi-family residential units per acre, or 222 multi-family residential dwelling units. Multi-family residential development shall consist of one, two, and three-bedroom units. One-bedroom units shall be a minimum of 700 square feet.
4. Multi-family residential is further limited to: (i) development that is consistent with Federal Fair Housing for older persons requirements for residents over 55 years of age

- and (ii) development that is initially financed through Section 42 of the Tax Code administered by Georgia Department of Community Affairs subjecting the development to both rent and income limitations set by HUD.
5. Owner/developer shall provide a minimum of 267 parking spaces.
 6. Signage at the entrance point shall be ground based, monument style. The entrance areas shall be professionally designed, landscaped and maintained. All project signage will be consistent with the architectural design regulations established for the principal and accessory buildings within the project and shall comply with Article 10, Signs and Outdoor Advertising, Article 19, Design Guidelines for Model Zoning Districts of the Holly Springs Zoning Ordinance, and the Commercial Corridor Design Overlay District.
 7. The residential buildings shall be a maximum of four stories on the northern end of the structure and five stories on the southern end of the structure, including parking under the building, with an exterior facade consisting of brick, stone, stacked stone, cedar shake type and/or Hardie-plank and combinations thereof. No vinyl siding shall be permitted. Final architectural design shall be approved by the Town Center Architect and the Downtown Development Authority.
 8. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the owner/developer.
 9. All units shall have solid surface counter tops, with no Formica countertops allowed. Tile, hardwood, or luxury vinyl plank flooring shall be used in all entry ways, kitchen and bathroom floors.
 10. Additional amenities permitted under Section 5.2-5.D of the Holly Springs Zoning Ordinance shall include the following: arts and crafts room, business center with wi-fi, clubroom, furnished fitness room, library, movie theater, and walking trail.
 11. Dumpsters and/or trash compactors shall be screened and designed in accordance with the architectural design regulations established by the owner/developer. Dumpster location shall not be placed along the front of the property and shall not be visible from Holly Springs Parkway or Hickory Springs Parkway.
 12. Lighting shall be environmentally sensitive, with developer 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.
 13. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping.
 14. All improvements to Holly Springs Parkway shall be provided as per the determination and recommendation of the City Engineer.
 15. Per offer of the developer, any requested easements and/or right-of-way for the future construction of Hickory Springs Parkway shall be dedicated to the City. An entrance from Hickory Springs Parkway onto the site shall be designed and constructed.

CONCURRENCES:

N/A

Staff Analysis

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC	NORTH:	Commercial/SFR
SOUTH:	GC GC/MXD	EAST:	SFR/Commercial Commercial
EAST:	R-20 LI	WEST:	SFR Industrial
WEST:	GC GV NC	WEST:	Commercial School Commercial

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?

Adjacent and nearby properties consist of single-family residential and commercial uses. The addition of a senior apartment community located close to the Town Center development would be a suitable use in the area.

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. Surrounding development is similar.

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 with the GC 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?

A complete traffic study was completed after the school year began and the results have been provided to the City. The following are summary comments and conclusions from the study:

General Comments

- This is an age-restricted living facility, and it can be expected that a high percentage of daily trips will take place during off-peak times of the day.

- Residents may combine trips or utilize carpooling or shuttle transit options transporting several residents in combined trips for local shopping and activities.
- A concept plan for a new roadway located to the east of this development will provide a second access location for the development and an alternative route to and from the property beyond the use of Holly Springs Pkwy.

Holly Springs Pkwy at Harbor Creek Pkwy/Hiram Way

- During the build conditions this signalized intersection continues to operate at a LOS A during the AM peak period and LOS B in the PM peak period.
- The proposed project trips have relatively minor impacts to the delays, capacity and operation of this traffic signal during the peak periods.
- There are no mitigation improvements to this intersection recommended as part of this project.

Holly Springs Pkwy at Pinecrest Road/Adam Jenkins Memorial Drive

- During the build conditions this signalized intersection continues to operate at a LOS B during both the AM and PM peak periods.
- The proposed project trips have relatively minor impacts to the delays, capacity and operation of this traffic signal during the peak periods.
- There are no mitigation improvements to this intersection recommended as part of this project.

Holly Springs Pkwy at Holly Street/Hickory Road

- During the build conditions this signalized intersection continues to operate at a LOS C during both the AM and PM peak periods.
- The proposed project trips have relatively minor impacts to the delays, capacity and operation of this traffic signal during the peak periods.
- There are no mitigation improvements to this intersection recommended as part of this project.

Holly Springs Pkwy at Driveway 1

- During the build conditions this side street stop-controlled westbound approach is shown to operate at LOS D with 29.3 seconds of average approach delay. In the PM peak the westbound approach also operates at LOS D with 34.1 seconds of average approach delay.
- The *SimTraffic* simulation indicates the WBL has a total delay per vehicle of 25.5 seconds in the AM peak period and 25.6 in the PM peak period.
- A southbound left turn lane is *warranted* at this intersection due to the high advancing and opposing volumes on the two-lane roadway Holly Springs Pkwy.
- A northbound right turn lane is *not warranted* this driveway per NCHRP warrants.

Cherokee County Water and Sewerage Authority has provided a letter indicating water and sewer availability.

As this is a deed-restricted senior development, no impacts to the school system are projected.

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 identifies this property with the character area of Town Center. This character area consists of a compact area corresponding with the City's downtown. Acceptable uses include residences, businesses, offices, civic buildings and uses, entertainment space, institutional, and mixed-use developments. In addition, this character area is proposed to incorporate redevelopment and revitalization objectives of a compact, pedestrian-friendly downtown. Within this character area, participation of other agencies such as the Downtown Development Authority, and/or the Planning and Zoning Commission will be required in terms of development planning.

Application: Holly Springs Town Center

Primary Future Land Uses: Mix of uses including commercial, office, government, residential, and park.

Zoning Districts: PD-C, NC, GC, OI, GV, MXD-1, MXD-2

Density/Intensity: High density residential uses up to 16 units/acre in mixed use center

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 development, consisting of multi-family residential development, provides a needed residential choice for residents in the area. Furthermore, the proposal is in compliance with the vision and objectives of the Comprehensive Plan, primarily as follows:

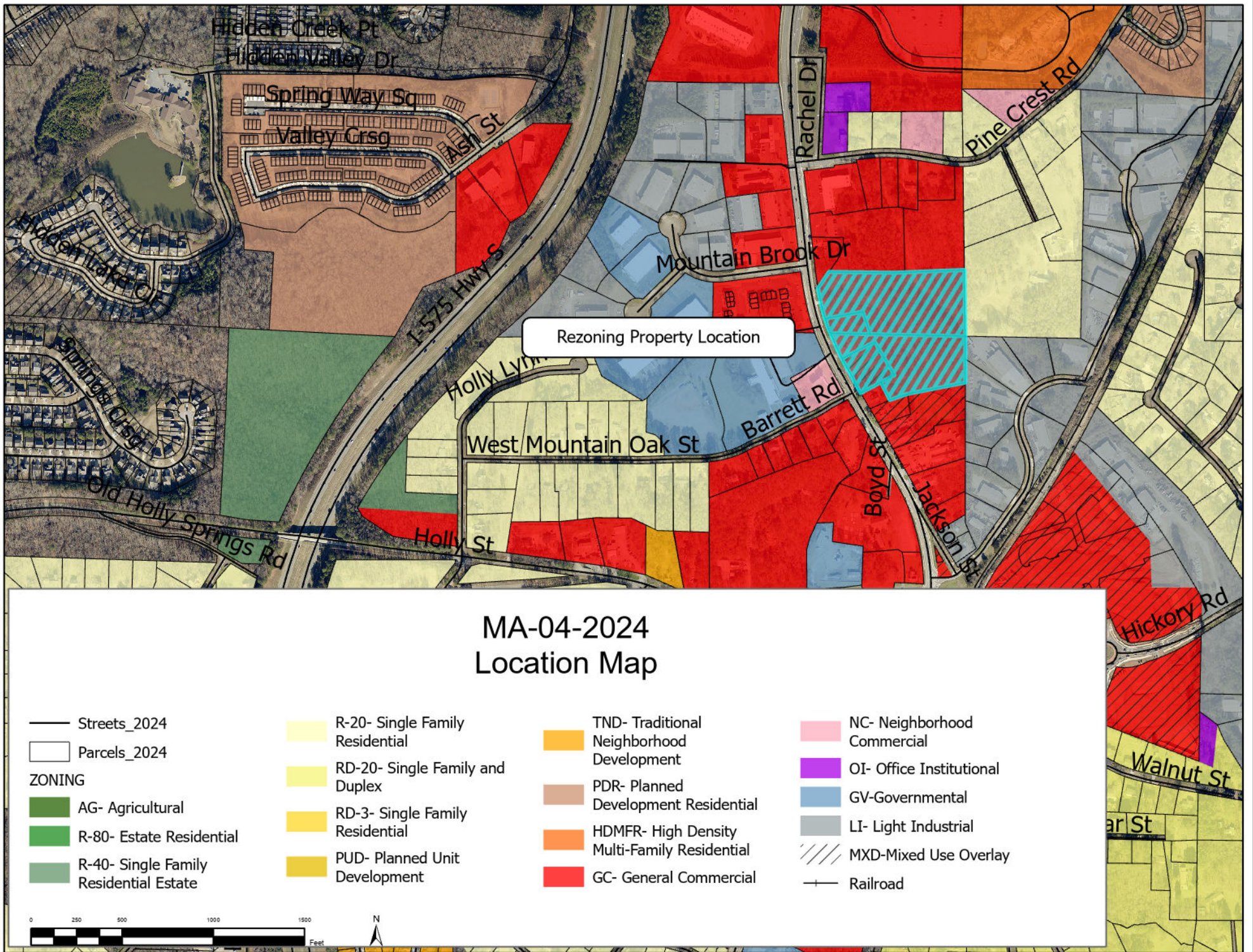
- a) Residential Uses. Use the character areas and the Future Development Map (FDM) to guide residential growth, steering appropriate densities to suitable locations. (9.1, #3)**
- b) Density. Consider increased residential densities for property adjacent to arterials and urban collectors. As properties are distanced further from arterials, urban collectors, and more intense uses, residential densities should decrease. (9.1, #8)**
- c) Architectural Requirements. Utilize the adopted architectural requirements for the various character areas of the city, seeking to refine and enhance these requirements, as needed. Consistently enforce architectural regulations to promote a uniform and harmonious quality of development within respective character areas. (9.1, #11)**
- d) Environmentally Sensitive Areas. Encourage development to use environmentally sensitive areas as buffers between differing land uses where appropriate. (9.1, #15)**
- 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) Housing Options. Promote an adequate range of safe, affordable, inclusive, and resource efficient housing in the community. This may be achieved by encouraging development of a variety of housing types, sizes, costs, and densities in each neighborhood; promoting programs to provide housing for residents of all socio-economic backgrounds, including affordable mortgage finance options; instituting programs to address homelessness issues in the community; or coordinating with local economic development programs to ensure availability of adequate workforce housing in the community. (Quality Community Objective, #7, Regional Strategic Plan Goal-Housing). (9.2, #1)**

- g) **Seniors and Group Quarters Housing.** Attached housing for seniors and group quarters housing are encouraged to be located within mixed-use developments and along the Holly Springs Parkway corridor. (9.2, #3)
 - h) **Variances for Affordable Housing.** Consider allowing for deviations from land development improvement standards, for projects that demonstrate consistency with affordable housing objectives. (9.2, #7)
 - i) **Provide opportunities to live in the town center by promoting diverse dwelling opportunities, including detached dwellings on smaller lots, townhouses, condominiums, lofts/apartments, and accessory dwelling units.** (10.1, #3)
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.

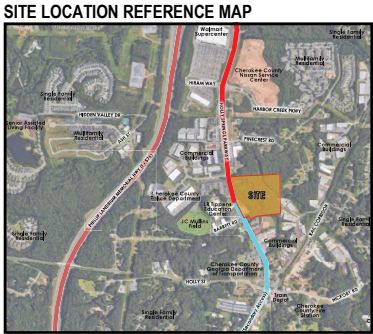
8. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

Commercial and residential development projects have increased within the Town Center area in the past few years. This project will support and provide an additional consumer base for the existing and proposed developments.





1 PROPOSED SITE PLAN
A1-0 Scale: 1" = 40'-0"

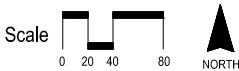


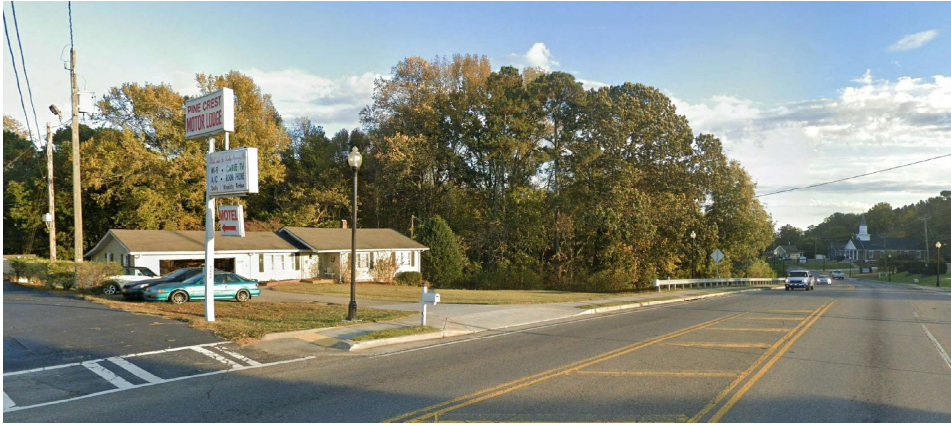
Holly Springs Parkway
Holly Springs, Georgia
09-13-2024

4/5 Story Senior Site Data

Build to Rent Unit Mix	No.	%
1 Bedroom	79	35.9
2 Bedroom	123	55.9
3 Bedroom	18	8.2
Totals	220	

Parking	No.	per/unit
(GAP) Required	220	1.0
(ZONING) Required	267	1.21
Provided Surface	191	
Garage	27,445 gal	76
Total	267	1.21





EXISTING CONDITIONS REFERENCE PHOTO



EXISTING CONDITIONS REFERENCE PHOTO

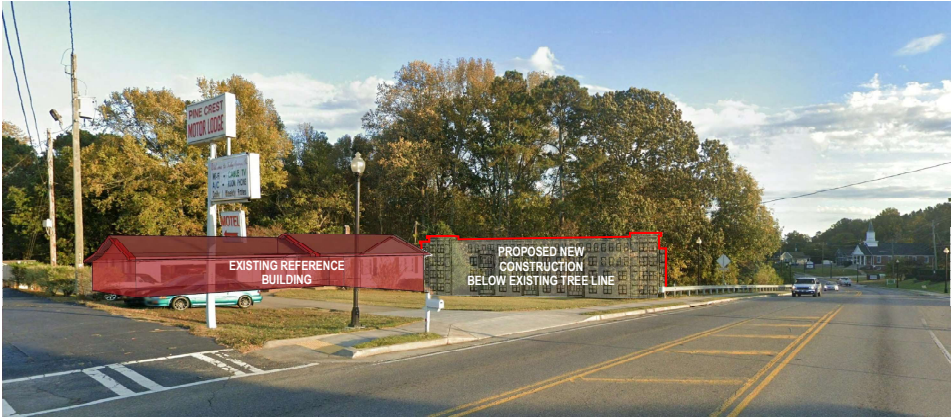
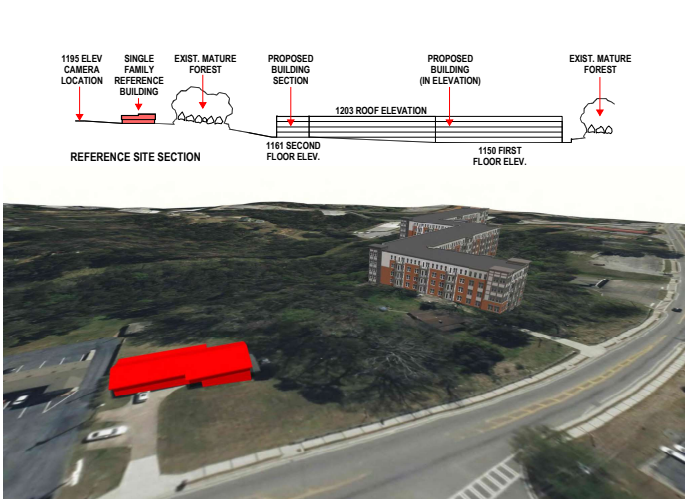


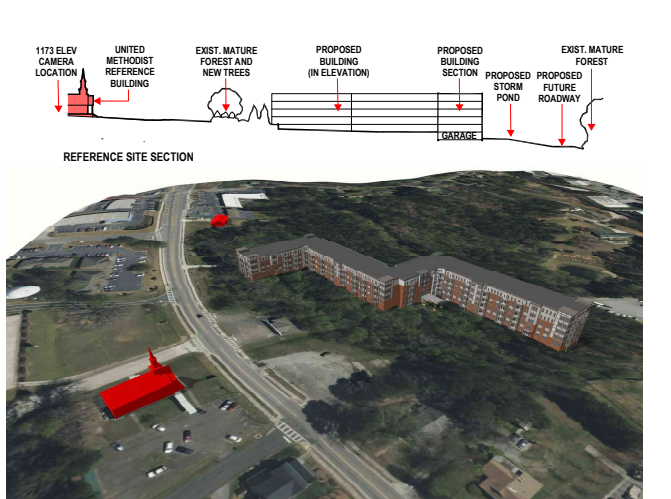
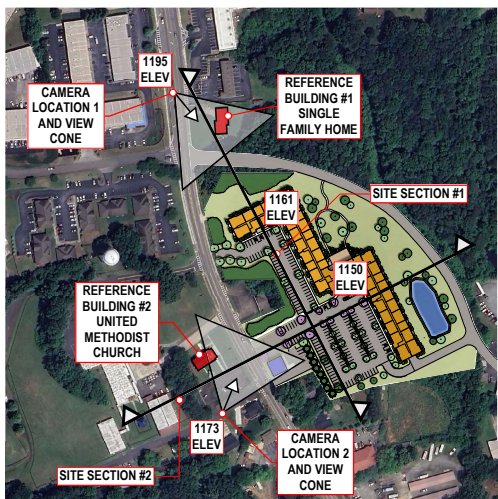
PHOTO MATCH WITH PROPOSED BUILDING OUTLINE SHOWN



PHOTO MATCH WITH PROPOSED BUILDING OUTLINE SHOWN



THREE DIMENSIONAL PHOTO MATCH REFERENCE IMAGE LOOKING SOUTHEAST



THREE DIMENSIONAL PHOTO MATCH REFERENCE IMAGE LOOKING NORTH

PHOTOGRAMMETRY BUILDING MASS STUDY



EXTERIOR MATERIAL KEY	
	FBR-1 - FIELD FACE BRICK COLOR #1
	FBR-2 - ACCENT (SOLDIER COURSE) FACE BRICK COLOR #2
	FSDG-1 - FIBER CEMENT LAP SIDING
	FSDG-2 - FIBER CEMENT PANEL SIDING & TRIM COLOR 1,2



DOMINIUM

Holly Springs Parkway

High Quality
Age Restricted and Affordable
Independent Senior Living

SEPTEMBER 23, 2024

What we do hits H O M E.

Dominium in Georgia

8K

Residents
across Georgia

28

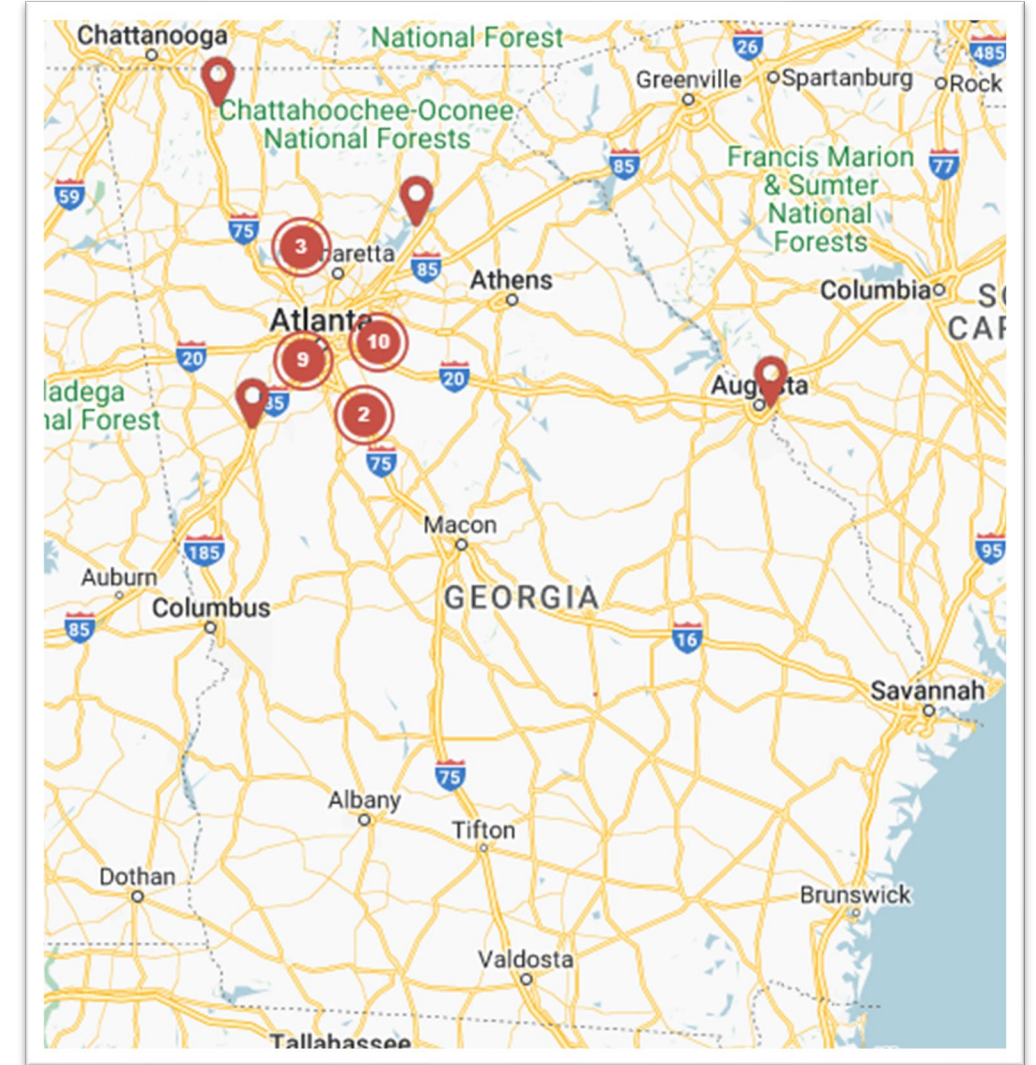
Number of communities
owned and managed

5.8K+

Number of homes owned
and managed

2K+

Future homes in our
pipeline



Our Proposal

- 222 apartment homes on approx. 10 acres
- Senior + Affordable
- 5 stories at highest point
- Street-facing commercial parcel





MP
MICHAEL & DIANNE
McFARLAND
PDM 15-0271-0082
03-193 PGL 517
PL 4 PGL 112

MP
BOBBY K. &
LYSA E. DRAM
PDM 15-0308-0001
PGL 11378 PGL 268
PGL 09 PGL 83
LOT 61





EXISTING
REFERENCE
BUILDING

PROPOSED NEW
CONSTRUCTION
BELOW EXISTING TREE LINE

Front-Facing View



EXTERIOR MATERIAL KEY

	FBR-1 - FIELD FACE BRICK COLOR #1
	FBR-2 - ACCENT (SOLDIER COURSE) FACE BRICK COLOR #2
	FSDG-1 - FIBER CEMENT LAP SIDING
	FSDG-2 - FIBER CEMENT PANEL SIDING & TRIM COLOR 1,2





What is Affordable?

- Deed and Covenant Restricted
- 100% of units set aside at 60% of the area median income
- Ages 55+
- Majority residents on fixed income
- Rents include 100% of utilities

Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area

60% Income Limits

	2024 Income Limits
1 person	\$45,180
2 people	\$51,600
3 people	\$58,080
4 people	\$64,500

60% Rent Limits

	2024 Gross Rents
1 bedroom (1.5)	\$1,209
2 bedrooms (3.0)	\$1,452
3 bedrooms (4.5)	\$1,677

Comparison to Market – Independent Living Facilities

Unit Type	Our Community	The Lodge at Bridgemill*	Monthly Rental Savings	Yearly Rental Savings
One-Bedroom	\$1,209	\$2,265 ^a	\$1,056	\$12,672
Two-Bedroom	\$1,452	\$3,062 ^a	\$1,610	\$19,320
Three-Bedroom	\$1,677	N/A	N/A	N/A

Unit Type	Unit Count	Combined Total Savings
One-Bedroom	70	\$887,040
Two-Bedroom	132	\$2,550,240
Three-Bedroom	20	N/A
Total	222	\$3,437,280

^a = Average of available units from their website on 8/2/2024

Our Residents























If you have additional questions,
please contact:

Shaun Reinhardt

Shaun.Reinhardt@Dominiuminc.com

Thomas Williams

Thomas.Williams@Dominiuminc.com

John Rodriguez

John.Rodriguez@Dominiuminc.com

Thank You





MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

For Application Procedures, See p. 7

APPLICATION MA- **MA-04-2024**

APPLICATION CUP- _____

HEARING DATE Planning & Zoning: August 8, 2024
City Council: September 23, 2024

DATE OF APPLICATION _____

APPLICANT Dominium

OWNER _____
(If other than applicant)

ADDRESS 375 Northridge Rd, Suite 500
Atlanta, GA 30350

ADDRESS _____

ZIP CODE 30350 PHONE 404-806-5855

ZIP CODE _____ PHONE _____

EMAIL Shaun.Reinhardt@dominiuminc.com

EMAIL _____

SIGNATURE [Signature]

SIGNATURE _____

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) GC

REQUESTED ZONING DISTRICT HDMFR

REQUESTED CONDITIONAL USE(S) N/A

PROPERTY LOCATION/ADDRESS 2455, 2455, 2463, 2471 Holly Springs Parkway

MAP NUMBER PINs: 15-0272-0002, 15-0272-0030, 15-0305-0023, 15-0305-0005 PARCEL NUMBER(S) TINs: 93N02 013, 93N02 012, 93N02 009, 93N02 011

LAND LOT(S) 0272, 0305 DISTRICT(S) 15 SECTION(S) _____

ACREAGE 10.0708 SEWAGE DISPOSAL TYPE Sewer connection UTILITIES AVAILABLE Water, Sewer

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____

Assemble four parcels totaling 10.0708 acres to develop 220 units of multi-family housing with the intention to develop affordable housing for seniors under HDMFR zoning.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

☒ WARRANTY DEED

☒ TAX DOCUMENTATION

☒ SURVEY PLAT BY REGISTERED SURVEYOR

☒ 1 LARGE COPY (22" x 34") OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR

☒ 1 PDF COPY OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR

☒ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)

☐ ATTACHMENT B (CONDITIONAL USE PERMIT REQUESTS ONLY)

☒ WATER/SEWER AVAILABILITY LETTER FROM CCWSA (CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY)

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____

FILING FEES _____ RECEIPT# _____ CHECK# _____



Holly Springs Parkway: Rezoning Application

Table of Contents

- 1. Map Amendment (Rezoning) Applications - Completed by all Owners**
- 2. Application Information**
- 3. Warranty Deeds**
- 4. Tax Documentation**
- 5. Survey Plat**
- 6. Site Plan**
- 7. Campaign Contribution Disclosure Statement (Attachment A): Completed by Applicant and Owners**
- 8. Water/Sewer Availability Letter from CCWSA**
- 9. Proof of Fee Payment**
- 10. Variances**
- 11. Conditional Use Permit Requests (Attachment B) – N/A**
- 12. Neighborhood Meeting: Public Notice Sign**
- 13. Trip Generation Memo**



Holly Springs Parkway: Rezoning Application

Exhibit 1: Map Amendment (Rezoning) Applications - Completed by all Owners



MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

For Application Procedures, See p. 7

APPLICATION MA- _____ APPLICATION CUP- _____

HEARING DATE _____ DATE OF APPLICATION _____

APPLICANT _____ OWNER Janis C. Roberts
(If other than applicant)

ADDRESS _____ ADDRESS 2455 Holly Springs Pky
Holly Springs, GA

ZIP CODE _____ PHONE _____ ZIP CODE 30142 PHONE _____

EMAIL _____ EMAIL _____

SIGNATURE _____ SIGNATURE Janis C. Roberts

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) GC REQUESTED ZONING DISTRICT HDMFR

REQUESTED CONDITIONAL USE(S) N/A

PROPERTY LOCATION/ADDRESS 2455 Holly Springs Parkway

MAP NUMBER PIN: 15-0272-0002 PARCEL NUMBER(S) TIN: 93N02 013

LAND LOT(S) 0272 DISTRICT(S) 15 SECTION(S) _____

ACREAGE 5.1568 SEWAGE DISPOSAL TYPE Sewer connection UTILITIES AVAILABLE Water, Sewer

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____

Assemble four parcels totaling 10.0708 acres to develop 220 units of multi-family housing with the intention to develop affordable housing for seniors under HDMFR zoning.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ☒ WARRANTY DEED
- ☒ TAX DOCUMENTATION
- ☒ SURVEY PLAT BY REGISTERED SURVEYOR
- ☒ 1 LARGE COPY (22" x 34") OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
- ☒ 1 PDF COPY OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
- ☒ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- ☒ ATTACHMENT B (CONDITIONAL USE PERMIT REQUESTS ONLY)
- ☒ WATER/SEWER AVAILABILITY LETTER FROM CCWSA (CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY)

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____

FILING FEES _____ RECEIPT# _____ CHECK# _____



MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

For Application Procedures, See p. 7

APPLICATION MA- _____ APPLICATION CUP- _____
HEARING DATE _____ DATE OF APPLICATION _____
APPLICANT _____ OWNER John S. Fedon
(If other than applicant) _____
ADDRESS _____ ADDRESS 2023 SW 28th Ave
Fort Lauderdale FL
ZIP CODE _____ PHONE _____ ZIP CODE 33312 PHONE _____
EMAIL _____ EMAIL _____
SIGNATURE _____ SIGNATURE _____

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) GC REQUESTED ZONING DISTRICT HDMFR
REQUESTED CONDITIONAL USE(S) N/A
PROPERTY LOCATION/ADDRESS 2459 Holly Springs Parkway
MAP NUMBER PIN: 15-0272-0030 PARCEL NUMBER(S) TIN: 93N02 012
LAND LOT(S) 0272 DISTRICT(S) 15 SECTION(S) _____
ACREAGE 0.5274 SEWAGE DISPOSAL TYPE Sewer connection UTILITIES AVAILABLE Water, Sewer

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST:

Assemble four parcels totaling 10.0708 acres to develop 220 units of multi-family housing with the intention to develop affordable housing for seniors under HDMFR zoning.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ☒ WARRANTY DEED
☒ TAX DOCUMENTATION
☒ SURVEY PLAT BY REGISTERED SURVEYOR
☒ 1 LARGE COPY (22" x 34") OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
☒ 1 PDF COPY OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
☒ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
☒ ATTACHMENT B (CONDITIONAL USE PERMIT REQUESTS ONLY)
☒ WATER/SEWER AVAILABILITY LETTER FROM CCWSA (CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY)

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____

FILING FEES _____ RECEIPT# _____ CHECK# _____



MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

For Application Procedures, See p. 7

APPLICATION MA- _____ APPLICATION CUP- _____
HEARING DATE _____ DATE OF APPLICATION _____
APPLICANT _____ OWNER Covenant Christian Center of Canton, Inc.
(If other that applicant) _____
ADDRESS _____ ADDRESS 2463 Holly Springs Parkway
ZIP CODE _____ PHONE _____ ZIP CODE 30115 PHONE [REDACTED]
EMAIL _____ EMAIL pastor@cityofcovenant.org
SIGNATURE _____ SIGNATURE [Signature]

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) GC REQUESTED ZONING DISTRICT HDMFR
REQUESTED CONDITIONAL USE(S) N/A
PROPERTY LOCATION/ADDRESS 2463 Holly Springs Parkway
MAP NUMBER PIN: 15-0305-0023 PARCEL NUMBER(S) TIN: 93N02 009
LAND LOT(S) 0305 DISTRICT(S) 15 SECTION(S) _____
ACREAGE 3.3744 SEWAGE DISPOSAL TYPE Sewer connection UTILITIES AVAILABLE Water, Sewer

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____
Assemble four parcels totaling 10.0708 acres to develop 220 units of multi-family housing with the intention to develop affordable housing for seniors under HDMFR zoning.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ☒ WARRANTY DEED
☒ TAX DOCUMENTATION
☒ SURVEY PLAT BY REGISTERED SURVEYOR
☒ 1 LARGE COPY (22" x 34") OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
☒ 1 PDF COPY OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
☒ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
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☒ WATER/SEWER AVAILABILITY LETTER FROM CCWSA (CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY)

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION: APPROVED _____ STIPULATIONS _____ DISAPPROVED _____	CITY COUNCIL DECISION: APPROVED _____ STIPULATIONS _____ DISAPPROVED _____
--	---

FILING FEES _____ RECEIPT# _____ CHECK# _____

**MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION***For Application Procedures, See p. 7*

APPLICATION MA- _____ APPLICATION CUP- _____
HEARING DATE _____ DATE OF APPLICATION _____
APPLICANT _____ OWNER SIG HOUNG, LLC
(If other than applicant) _____
ADDRESS _____ ADDRESS 1767 OLD JONES RD.
ALPHARETTA, GA. 30004
ZIP CODE _____ PHONE _____ ZIP CODE 30004 PHONE _____
EMAIL _____ EMAIL _____
SIGNATURE _____ SIGNATURE [Signature]

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) GC REQUESTED ZONING DISTRICT HDMFR
REQUESTED CONDITIONAL USE(S) N/A
PROPERTY LOCATION/ADDRESS 2471 Holly Springs Parkway
MAP NUMBER PIN: 15-0305-0005 PARCEL NUMBER(S) _____ TIN: 93N02 011
LAND LOT(S) 0305 DISTRICT(S) 15 SECTION(S) _____
ACREAGE 1.0122 SEWAGE DISPOSAL TYPE Sewer connection UTILITIES AVAILABLE Water, Sewer

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST:
Assemble four parcels totaling 10.0708 acres to develop 220 units of multi-family housing with the intention to develop affordable housing for seniors under HDMFR zoning.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ☒ WARRANTY DEED
☒ TAX DOCUMENTATION
☒ SURVEY PLAT BY REGISTERED SURVEYOR
☒ 1 LARGE COPY (22" x 34") OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
☒ 1 PDF COPY OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
☒ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
N/A ATTACHMENT B (CONDITIONAL USE PERMIT REQUESTS ONLY)
☒ WATER/SEWER AVAILABILITY LETTER FROM CCWSA (CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY)

(APPLICANT DO NOT WRITE BELOW THIS LINE)**PLANNING COMMISSION RECOMMENDATION:**

APPROVED _____ STIPULATIONS _____
DISAPPROVED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____
DISAPPROVED _____

FILING FEES _____ RECEIPT# _____ CHECK# _____



Holly Springs Parkway: Rezoning Application

Exhibit 2: Application Information

Application Information

Please print or type answers, using additional paper or a separate sheet of paper, if necessary.

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

Please see additional page for complete response.

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

Please see additional page for complete response.

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

Please see additional page for complete response.

(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? _____

Please see additional page for complete response.

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

Please see additional page for complete response.

(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? _____

Please see additional page for complete response.

(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?
Please see additional page for complete response.

(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?
Please see additional page for complete response.

Complete the following section, if applicable.

Residential

Minimum house size: Approx. 280,000 sq. ft.

Exterior façade: Mixture of brick, windows, hardie plank fiber cement siding

Maximum number of units: 220

Anticipated start date: 9/15/2025

Anticipated completion date: 9/15/2027

Commercial

Number of buildings: _____

Maximum square footage: _____ sq. ft.

Number of stories: _____

Total number of employees: _____

Exterior façade: _____

Anticipated start date: _____

Anticipated completion date: _____



Holly Springs Parkway: Rezoning Application

Application Information

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

The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. The proposed project involves the redevelopment of multiple parcels of land within close proximity to the new downtown area into an independent senior living community. The City's redeveloped downtown will consist of future retail and mixed-use space. The City has plans to construct the "Holly Springs Industrial Connector" roadway creating a direct connection from the proposed site to the downtown redevelopment. The proposed project provides a transitional use from the commercial uses along Holly Springs Parkway to the residential uses to the east.

Immediately to the north and south of the proposed site is land zoned as General Commercial. The parcels to the east of the site are zoned as R-20 for single-family residential and Light Industrial. This area primarily consists of vacant land and industrial buildings. A buffer between the subject site and the parcels to the east will be created when the Holly Springs Industrial Connector is constructed. To the west of the site and across the street on Holly Springs Parkway are parcels zoned for General Commercial, Neighborhood Commercial, and Governmental. Overall, the existing uses adjacent and nearby to the site are used generally for commercial purposes and will be enhanced by an appropriate transition from the high-intensity commercial uses along Holly Springs Parkway and the lower-intensity single-family residential uses to the northeast.

The proposed independent senior community will enhance the surrounding area by providing affordable senior housing to an underdeveloped area north of downtown with difficult development conditions, while supporting existing nearby commercial uses with residents that will patronize existing and future businesses.

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

The zoning proposal will not adversely affect the existing use of adjacent and nearby property. The existing site consists of excess and under-developed land. By building high-quality housing that fits the aesthetic characteristics of the City, the proposed development will enhance the surrounding area. Forsite Group provided a trip generation memo to show the potential impact of the proposed development on Holly Springs Parkway. The memo states that the residents of the proposed senior project will most likely avoid peak traffic hours and make their trips during non-

peak hours, minimizing the impact on traffic on Holly Springs Parkway and therefore not adversely affecting the usability of nearby property.

While there is currently vacant land and parcels with single-family homes, the development intends to combine parts or the entirety of four adjacent parcels into one lot that will be approved as multi-family and consistent with the surrounding uses. A portion of the proceeds for the sale of excess land from the adjacent Covenant Christian Center will go towards the construction of improvements to its church. This proposed community will also enhance nearby properties by housing senior residents who will be active members of the local community, including nearby churches and new businesses coming downtown. Overall, it benefits to the congregation of nearby churches and local commercial properties.

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

The property affected by the zoning proposal does not have a reasonable economic use as currently zoned. The subject parcels are currently zoned as General Commercial. Under these zoning designations, the parcels have remained largely undeveloped, as there are multiple acres of excess vacant land with no planned improvements.

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?

The zoning proposal will not result in a use that will cause an excessive or burdensome use of existing public infrastructure. As part of the rezoning application, the applicant has provided a letter from the Cherokee County Water & Sewerage Authority confirming that water and sewer services are available and the facilities are not at capacity. Transportation facilities will not be significantly impacted, as senior housing typically generates less traffic than multifamily projects. The trip generation memo provided by Foresite Group supports this claim, stating that the age-restricted community will generate minor peak traffic volumes since the residents will opt to avoid travel during those times. The applicant will also provide a full traffic impact analysis report in August to show the project's impact on transportation while schools are in full operation. To the extent roadway improvements are needed due to an increase in traffic, the applicant will commit to developing improvements in conjunction with the construction of the proposed development. Additionally, the applicant proffers to work with the City to provide necessary right of way enabling the City to construct the Holly Springs Industrial Connector, helping to mitigate traffic concerns for residents and guests. Since the proposed use is senior housing, it will not impact school capacity. To address any concerns regarding public safety, the applicant will work with the City to ensure public safety teams can manage the increase of residents in the immediate area.

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

The zoning proposal is in conformity with the policy and intent of the adopted Future Development Map. The future land use designation of the subject site and the areas immediately to its north and south is Town Center. The intent of the Town Center designation is to revitalize the area around downtown and to consist of a mix of uses, including residential. This proposed project would stimulate the immediate development of the area north of downtown by developing currently vacant and underdeveloped land, while contributing to the development of the proposed Holly Springs Industrial Connector roadway.

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 zoning proposal is in conformity with the policies, objectives, and vision set forth by the Comprehensive Plan. One of the primary objectives of the Comprehensive Plan is to ensure efficient land use. The proposed project will significantly contribute to this goal by redeveloping largely vacant land that is encumbered with severe topographic challenges close to the core of the community and aiding in the development of public infrastructure through land contributions for the Holly Springs Industrial Connector. Another key objective of the Comprehensive Plan is to provide diverse housing options for the community. Specifically, the Comprehensive Plan promotes an adequate range of safe, affordable, inclusive housing in the community and further says that a mix of income and seniors housing are encouraged along Holly Springs Parkway. This proposed project is particularly aligned with this objective as it offers affordable and age-restricted housing solution for seniors, who are currently being priced out of the market. In addition, the Comprehensive Plan encourages land use decisions which allow residents to “age in place” and expanding housing options for seniors allows current residents to remain in their communities as they progress through various stages of life and provides an option for folks that retire from out of the area who choose to relocate closer to their families. The proposed development will create a community for seniors to “age in place” as it is in close proximity to necessary services such as grocery stores, banks, churches, health care services as well as recreational activities at the new town center, and will provide amenities that are dedicated toward senior residents such as a library, community gardens, card and craft rooms, and more.

The zoning proposal also aligns with the Comprehensive Plan due to the project's role in enhancing connectivity within the Town Center. The LCI study and downtown plan propose an axial circulator road, the industrial connector, running from Hickory Springs Industrial Drive to Holly Springs Parkway. The Applicant intends to proffer conditions that the development of these parcels as independent senior housing will require deeding a portion of land necessary for the City to complete this industrial connector, thereby supporting the objectives and vision of the Comprehensive Plan.

The site has a current future land use designation of Town Center, which aims to "incorporate redevelopment and revitalization objectives of a compact, pedestrian-friendly downtown." The

proposed development will provide a residential use consistent with this intent and characteristics, situated near the downtown area. This location facilitates the future construction of a roadway that will connect the applicant's parcels to the downtown area. According to Table 2 in Section 5.9, multi-family residential is a permissible use under the Town Center designation. Additionally, Table 3 highlights housing options as a primary objective in Town Center. The proposed development meets this objective by offering affordable housing to community members, thereby aligning with the Comprehensive Plan's vision.

In summary, the zoning proposal aligns well with the Comprehensive Plan's goals of efficient land use, diverse housing options, and improved connectivity within the Town Center, making it a suitable and beneficial development for the community.

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 proposed project will be engineered with respect to existing site conditions and adhere to the rules and regulations of the City. Future engineered plans may extend stormwater drainage to the bottom of the site. The community will be constructed using energy-efficient plumbing and appliances to reduce usage of water and resources while minimizing the environmental impact on the surrounding area.

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 condition affecting the use and development of the property is the applicant's willingness to work with the City to develop the Holly Springs Industrial Connector. The proposed roadway requires a right-of-way for land acquisition and construction. A proffered condition of the zoning will be a future requirement to work with the City to deed a portion of the site to the City for construction of the roadway as part of the proposed community's development activities. By facilitating the development of essential infrastructure, the applicant will bring two much-needed projects to the City and downtown area.



Holly Springs Parkway: Rezoning Application

Exhibit 3: Warranty Deeds



Holly Springs Parkway: Rezoning Application

Warranty Deed: 2455 Holly Springs Parkway

337 - 168

WARRANTY DEED

STATE OF GEORGIA, CHEROKEE COUNTY

THIS INDENTURE, Made this 7TH day of January in the year of our Lord One Thousand Nine Hundred and Eighty-three between Charles Roberts

of the State of Georgia and County of Cherokee of the first part, and Janice C. Roberts

of the State of Georgia and County of Cherokee of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations----- Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part her heirs and assigns, ~~the whole tract or parcel of land lying and being in original Land Lot No. 272 in the 15th District and 2nd Section of Cherokee County, Georgia, described as follows:~~ one-half (1/2) undivided interest in all that tract or parcel of land lying and being in original Land Lot No. 272 in the 15th District and 2nd Section of Cherokee County, Georgia, described as follows:

BEGINNING at the Southeast corner of said lot and running thence North 1° 00' East 323 feet to an iron pin and sweet gum tree, thence North 89° 14' West 756 feet to a point and corner which is located 122 feet North 26° 13' East from the East right of way line of Georgia Highway No. 5, thence South 26° 13' West 122 feet to the East right of way line of Georgia Highway No. 5, thence South along the East right of way line of Georgia Highway No. 5, 111 feet to the corner of the Barrett property, thence North 79° 50' East 190 feet; thence South 16° 40' East 140 feet to the South line of Land Lot No. 272, thence South 89° 00' East along the South line of said land lot 549 feet to the beginning point, containing 5.2 acres.

FILED IN OFFICE
CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA.

1983 JAN 10 PM 3:23

Book 337, page 16 E

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID None

DATE Jan 10, 1983

Annette Fleming
CLERK OF SUPERIOR COURT

ANNETTE FLEMING, CLERK

TO HAVE AND TO HOLD, The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Janice C. Roberts the said party of the second part, her heirs and assigns forever in Fee Simple.

And the said party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said party of the second part her heirs and assigns, against the claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of:

Charles A. Roberts (Seal)
Janice C. Roberts (Seal)
Notary Public, Georgia, State at Large (Seal)
My Commission Expires Mar. 26, 1983

Rec 1-11-83

ANNETTE FLEMING
Clerk, Superior Court of Cherokee County



Holly Springs Parkway: Rezoning Application

Warranty Deed: 2459 Holly Springs Parkway

DEED BOOK:14216 PG:1207 Filed: 10/04/2017 02:42 PM Clerk File Number: 28-2017-035558

Rec: \$14.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

463234
 RANDALL FEDON
 263 HIGHLAND DR
 MILLTOWN, NJ 08850

Above Space Reserved for Recording

[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

Quitclaim Deed

Date of this Document: April 20, 2017Reference Number of Any Related Documents: Map lot #93N02 012

Grantor:

Name Randall Fedon
 Street Address 263 Highland Drive
 City/State/Zip MILLTOWN, NJ. 08850

Grantee:

Name John Fedon
 Street Address 2023 SW 28th Ave
 City/State/Zip Ft Lauderdale, Fla 33312

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): All that tract or parcel of land lying and being in Land Lot 272, 15th District 2nd Section in city of Holly Springs Ga.
 Assessor's Property Tax Parcel/Account Number(s): #93A102 012

X THIS QUITCLAIM DEED, executed this April day of 20
2017, by first party, Grantor, Randall Fedon, whose
 mailing address is 263 Highland Drive Milltown, NJ 08850, to
 second party, Grantee, John Fedon
 whose mailing address is 2023 SW 28th Ave Ft Lauderdale Fla 33312

WITNESSETH that the said first party, for good consideration and for the sum of one dollar
 Dollars (\$ 1.00) paid by the said second party, the receipt whereof is hereby acknowledged,
 does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

DEED BOOK:14216 PG:1208 Filed: 10/04/2017 02:42 PM Clerk File Number: 28-2017-035558

Rec: \$14.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Middlesex, State of New Jersey.
to wit: _____

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness

Print Name of Witness

Michael CohenMichael Cohen

Signature of Witness

Print Name of Witness

Ryan Dick

Signature of Grantor

Print Name of Grantor

Randall FidanRandall FidanState of New JerseyCounty of Middlesex

On Apr. 12, 2017, before me, Michael Cohen,
appeared Randall Fidan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Affiant Known Produced IDType of ID UT Drivers License

www.socrates.com

Page 2 of 2

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LF298-1 • Rev. 05/05**SEAL**

DEED BOOK:14216 PG:1209 Filed: 10/04/2017 02:42 PM Clerk File Number: 28-2017-035558

Rec: \$14.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

463234
RANDALL FEDON
263 HIGHLAND DR
MILLTOWN, NJ 08850

Affidavid of Randall Fedon

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

I undersigned, Randall Fedon, being duly sworn, hereby deposes and says:

1. I am over the age of 18 and am a resident of the State of New Jersey. I have personal knowledge of the fact herein, and if called as a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the fact set forth below.

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete. Executed this 20 day of April 2017.

Randall Fedon
4/20/2017

NOTARY ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX, ss;

Michael D Cohen
Notary Public
New Jersey
My Commission Expires 12-30-2020
No. 50029248

Notary Public

Title (and Rank)

My Commission Expires

SEAL

DEED BOOK:14216 PAGE:1207 Filed: 10/04/2017 02:42 PM Clerk File Number: 28-2017-035558

PT-61 (Rev. 11/04) To be filed in **CHEROKEE COUNTY** PT-61 028-2017-010862

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S LAST NAME fedon	FIRST NAME randall	MIDDLE	Exempt Code If no exempt code enter NONE	Deed of Gift	
MAILING ADDRESS (STREET & NUMBER) 263 highland dr			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY milltown, NJ 08850 USA		DATE OF SALE 4/20/2017	1A. Estimated fair market value of Real and Personal property	\$0.00	
SECTION B – BUYER'S INFORMATION (Do not use agent's information)			2. Fair market value of Personal Property only		\$0.00
BUYER'S LAST NAME fedon	FIRST NAME john	MIDDLE	3. Amount of liens and encumbrances not removed by transfer	\$0.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 2023sw28thave			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY fort lauderdale, FL 33312 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial	5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00	
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION old hwy 5			SUITE NUMBER
COUNTY CHEROKEE	CITY (IF APPLICABLE) holly springs	MAP & PARCEL NUMBER 93n02012		ACCOUNT NUMBER	
TAX DISTRICT	GMD	LAND DISTRICT 11272	ACRES	LAND LOT 15	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS
None

COPY



Holly Springs Parkway: Rezoning Application

Warranty Deed: 2463 Holly Springs Parkway

5275 445

FILED IN OFFICE
CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA

02 MAY -6 PM 2:44

BOOK 5275 PAGE 445*Anne M. Penner*CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID 350.00 ✓
DATE 5-6-02
Anne M. Penner
CLERK OF SUPERIOR COURTReturn Recorded Document to:
SELLERS & WARREN, P.C.
8681 Highway 92, Suite #200 CHEROKEE
Woodstock, GA 301891/4
12.00
29372 LIMITED
WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

FILE #: 0212377

THIS INDENTURE made this **26th** day of **April, 2002**, between **LINDA O'CONNER** of the County of CHEROKEE, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **COVENANT CHRISTIAN CENTER OF CANTON, INC.** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This Deed is given subject to all easements and restrictions of record.

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

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

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

Signed, sealed and delivered in presence of:

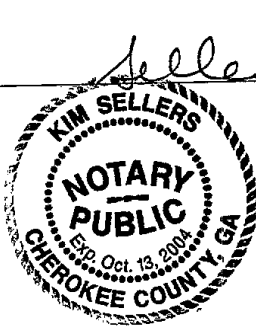
Edward O'Conner
Witness

Linda O'Conner (SEAL)
LINDA O'CONNER

____ (SEAL)

____ (SEAL)

Kim Sellers
Notary Public



File No. 0212377

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 305 OF THE 15TH DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, AND BEING A PORTION OF THAT PROPERTY SHOWN ON A PLAT OF SURVEY FROM MATTHEW W. CLAYTON ESTATE BY SOUTHERN SURVEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin located at the point where Land Lots 272, 271, 306 and 305 of the 15th District, 2nd Section of Cherokee County, Georgia intersects; thence South 0 degrees 48 minutes 07 seconds East for a distance of 210.93 feet to an iron pin; thence South 5 degrees 09 minutes 33 seconds West for a distance of 54.48 feet to an iron pin; thence South 78 degrees 18 minutes 51 seconds West a distance of 314.42 feet to an iron pin; thence Westerly 123.4 feet to an iron pin; which iron pin is North 66 degrees 03 minutes 15 seconds East a distance of 120.0 feet from the Easterly right-of-way of State Road #5 along the Southern property line of that property now or formerly owned by Carl Barrett; thence North 31 degrees 16 minutes 36 seconds West a distance of 100.0 feet to an iron pin; thence North 66 degrees 03 minutes 15 seconds East a distance of 90.0 feet to an iron pin; thence North 30 degrees 36 minutes 30 seconds West a distance of 210.0 feet to an iron pin; thence South 66 degrees 03 minutes 15 seconds West a distance of 210.0 feet to an iron pin and the East side of State Road 5 (Canton Highway); thence Northwesterly along the Easterly side of said State Road 5 a distance of 145.4 feet to an iron pin located on the line dividing said Land Lot 272 and Land Lot 305; thence North 88 degrees 32 minutes 05 seconds East along said dividing line a distance of 206.81 feet to an iron pin; thence North 88 degrees 32 minutes 05 seconds East along said division a distance of 548.10 feet to an iron pin at THE POINT OF BEGINNING.

Rec 7-26-2002



Holly Springs Parkway: Rezoning Application

Warranty Deed: 2471 Holly Springs Parkway

Deed Book **11551** Pg **244**
Filed and Recorded 10/20/2011 10:25:00 AM
28-2011-027394
Transfer Tax \$95.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Prepared by and After Recording Return to:
Sellers & Warren, P.C
117 Towne Lake Parkway, Ste 100
Woodstock, Ga 30188
FILE#1119132

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE is made this 7th day of October, 2011, by and between **AMERIS BANK** (herein called "Grantor") and **S & G HOLDINGS, LLC**, (herein called "Grantees"). The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

W I T N E S S E T H that: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, legal representatives and assigns of Grantee,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART IHEREOF BY REFERENCE.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

GRANTEES ARE PURCHASING THE PROPERTY IN AN "AS IS" CONDITION, "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR. GRANTOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES TO GRANTEES WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT IN NO WAY LIMITED TO: ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, GRANTEES ACKNOWLEDGE THAT GRANTOR HAS NOT MADE, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO THE CONDITION OF COMPLIANCE OF THE PROPERTY WITH RESPECT TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE, AND SPECIFICALLY INCLUDING THOSE PERTAINING TO ANY PRESENCE OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS ON THE PROPERTY. GRANTEES HAVE MADE SUCH INSPECTION OF THE PROPERTY AS IT BELIEVES TO BE WARRANTED UNDER THE CIRCUMSTANCES AND NOT RELIED UPON ANY REPRESENTATION OF GRANTOR.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof to the same being, belonging to in anywise appertaining to the only proper use, benefit and behoof of Grantee forever, in fee simple; and

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

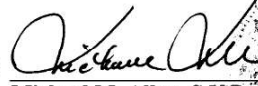
IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute, seal and deliver this indenture, all the day and year first written above.

Signed, sealed and delivered in the presence of:

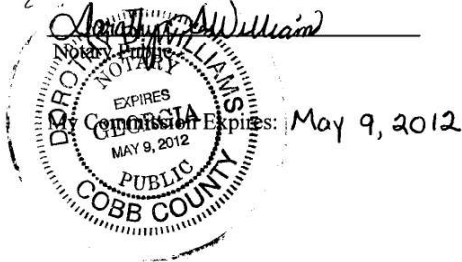
AMERIS BANK


Unofficial Witness

By:


Michael M. Allen, S.V.P.,
Special Assets

(Corporate Seal)



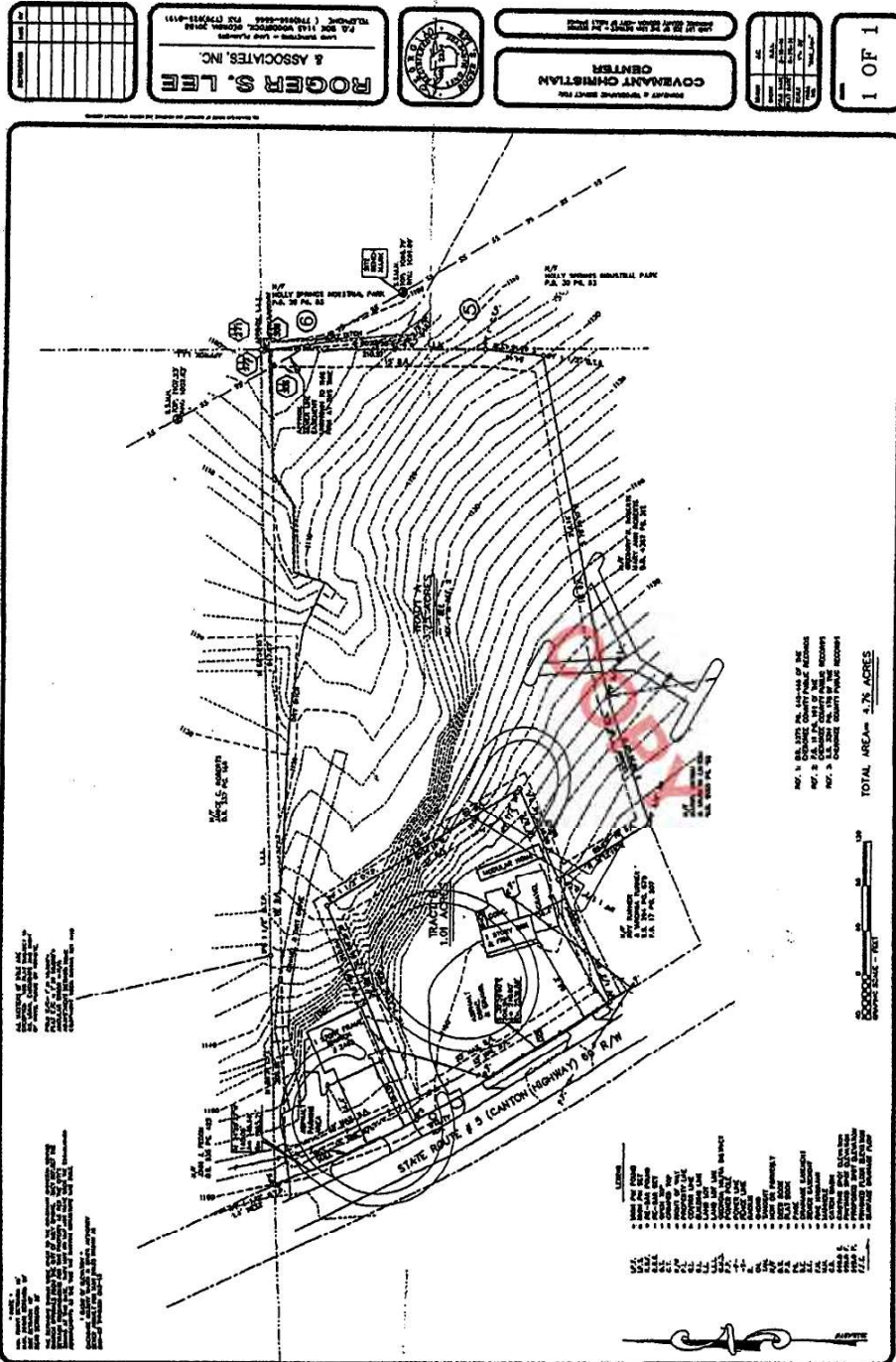
COPY

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 305 OF THE 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA, BEING DESIGNATED AS TRACT B CONTAINING 1.01 ACRES AS SHOWN ON PLAT OF SURVEY FOR COVENANT CHRISTIAN CENTER PREPARED BY ROGER S. LEE & ASSOCIATES, INC., BEARING THE SEAL OF ROGER S. LEE, GEORGIA RLS#2234, DATED MAY 22, 2006, A COPY OF SAID PLAT BEING LABELED EXHIBIT "A-1" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ASCERTAIN THE TRUE POINT OF BEGINNING, BEGIN AT THE POINT OF INTERSECTION OF THE NORTH LINE OF LAND LOT 305 WITH THE WESTERLY RIGHT OF WAY OF STATE ROUTE 5 aka CANTON HIGHWAY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE ALONG THE WESTERLY RIGHT OF WAY OF STATE ROUTE 5 aka CANTON HIGHWAY (STATE ROUTE 5 aka CANTON HIGHWAY HAVING A 60 FOOT RIGHT OF WAY) AN ARC DISTANCE OF 145.14 FEET (SAID ARC HAVING A RADIUS OF 1265.21 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 24 DEGREES 25 MINUTES 27 SECONDS WEST A CHORD DISTANCE OF 145.06 FEET) TO AN IRON PIN SET, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY RIGHT OF WAY OF STATE ROUTE 5 aka CANTON HIGHWAY AN ARC DISTANCE OF 210.0 FEET (SAID ARC HAVING A RADIUS OF 2535.89 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30 DEGREES 38 MINUTES 50 SECONDS EAST A CHORD DISTANCE OF 209.94 FEET) TO AN IRON PIN FOUND; THENCE LEAVING SAID RIGHT OF WAY NORTH 66 DEGREES 06 MINUTES 21 SECONDS EAST A DISTANCE OF 119.94 FEET TO AN IRON PIN FOUND; THENCE NORTH 66 DEGREES 01 MINUTES 53 SECONDS EAST A DISTANCE OF 89.93 FEET TO AN IRON PIN FOUND; THENCE NORTH 30 DEGREES 36 MINUTES 16 SECONDS WEST A DISTANCE OF 209.80 FEET TO AN IRON PIN FOUND; THENCE SOUTH 66 DEGREES 06 MINUTES 26 SECONDS WEST A DISTANCE OF 210.04 FEET TO AN IRON PIN SET LOCATED ON THE WESTERLY RIGHT OF WAY OF STATE ROUTE 5 aka CANTON HIGHWAY, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING.

Exhibit "A-1"



PT-61 (Rev 11/04)

To be filed in **CHEROKEE COUNTY**

PT-61 028-2011-008066

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME AMERIS BANK				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 8770 MAIN ST.				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$95,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY WOODSTOCK, GA 30188 USA		DATE OF SALE 10/7/2011		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME S & G HOLDINGS, LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 2547 HOLLY SPRINGS PKWY.				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$95,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY CANTON, GA 30115 USA		Check Buyers Intended Use () Residential (X) Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$95.00
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 606		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION HOLLY SPRINGS Parkway			SUITE NUMBER
COUNTY CHEROKEE		CITY (IF APPLICABLE) HOLLY SPRINGS		MAP & PARCEL NUMBER 93N02-011	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 15TH	ACRES 1.01	LAND LOT 305	SUB LOT & BLOCK TRACT B
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

COPY



Holly Springs Parkway: Rezoning Application

Exhibit 4: Tax Documentation

2023 Property Tax Statement

Denise Mastroserio
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

ROBERTS CHARLES A & JANIS

600 SMITH RD
BALLGROUND, GA 30107

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2023-99859	11/15/2023	\$0.00	\$2,815.96	\$0.00	Paid 10/27/2023

Map: 93N02 013

Printed: 06/28/2024

Location: 2455 HOLLY SPRINGS PKWY

If you have sold this property, fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. Interest will accrue at the rate prescribed by law starting November 16th and the 16th of each month until paid. The penalty will accrue at the rate prescribed by law. ** Pay online at www.cherokee.ga.com** Please note: There is a 2.5 % Merchant fee for Visa, MasterCard & Discover. There is a 3% Merchant Fee charged for American Express. (These Merchant fees are not collected by Cherokee County.)

Denise Mastroserio
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114



Tax Payer: ROBERTS CHARLES A & JANIS

Map Code: 93N02 013 Real

Description: LL 272 15 DIST

Location: 2455 HOLLY SPRINGS PKWY

Bill No: 2023-99859

District: 004

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
101,900.00	169,000.00	5.2000	\$270,900.00	11/15/2023			
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Credit	Net Tax
STATE TAX	\$270,900	\$108,360	\$0	\$108,360	0.000000	\$0.00	\$0.00
COUNTY M&O	\$270,900	\$108,360	\$0	\$108,360	4.954000	\$0.00	\$536.82
SCHOOL M&O	\$270,900	\$108,360	\$0	\$108,360	16.450000	\$0.00	\$1,782.52
SCHOOL BOND	\$270,900	\$108,360	\$0	\$108,360	1.500000	\$0.00	\$162.54
PARKS BOND	\$270,900	\$108,360	\$0	\$108,360	0.319000	\$0.00	\$34.57
Holly Springs HB463	\$270,900	\$108,360	\$0	\$108,360	0.000000	\$0.00	\$0.00
Holly Springs Fire Distr	\$270,900	\$108,360	\$0	\$108,360	2.764000	\$0.00	\$299.51
INS PREMIUM CREDIT	\$270,900	\$108,360	\$0	\$108,360	0.000000	\$0.00	\$0.00
TOTALS						25.987000	\$0.00

The 'HTRG Credit' reduction shown on your bill is the result of homeowner tax relief enacted by the Governor and the General Assembly of the State of Georgia.

If you need to - change your mailing address / are a new resident / person 62 or older and/or disabled you should call the Tax Assessors office at 678-493-6120 to find out about qualifications for exemptions. April 1 of each year is the deadline to apply with The Tax Assessors Office for any exemptions. If you feel your property value is too high, you should file a return with the Tax Assessor's Office no later than April 1st.

Current Due	\$2,815.96
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$2,815.96
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	10/27/2023

2023 Property Tax Statement

Denise Mastroserio
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

FEDON JOHN

2023 SW 28 AVE
FT LAUDERDALE, FL 33312

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2023-47170	11/15/2023	\$0.00	\$2,625.15	\$0.00	Paid 04/26/2024

Map: 93N02 012

Printed: 06/30/2024

Location: HOLLY SPRINGS PKWY

If you have sold this property, fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. Interest will accrue at the rate prescribed by law starting November 16th and the 16th of each month until paid. The penalty will accrue at the rate prescribed by law. ** Pay online at www.cherokeega.com** Please note: There is a 2.5 % Merchant fee for Visa, MasterCard & Discover. There is a 3% Merchant Fee charged for American Express. (These Merchant fees are not collected by Cherokee County.)

Denise Mastroserio
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114



Tax Payer: FEDON JOHN
Map Code: 93N02 012 Real
Description: LL 272 15 DIST
Location: HOLLY SPRINGS PKWY
Bill No: 2023-47170
District: 004

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
0.00	222,500.00	0.5100	\$222,500.00	11/15/2023			
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Credit	Net Tax
STATE TAX	\$222,500	\$89,000	\$0	\$89,000	0.000000	\$0.00	\$0.00
COUNTY M&O	\$222,500	\$89,000	\$0	\$89,000	4.954000	\$0.00	\$440.91
SCHOOL M&O	\$222,500	\$89,000	\$0	\$89,000	16.450000	\$0.00	\$1,464.05
SCHOOL BOND	\$222,500	\$89,000	\$0	\$89,000	1.500000	\$0.00	\$133.50
PARKS BOND	\$222,500	\$89,000	\$0	\$89,000	0.319000	\$0.00	\$28.39
Holly Springs HB463	\$222,500	\$89,000	\$0	\$89,000	0.000000	\$0.00	\$0.00
Holly Springs Fire Distr	\$222,500	\$89,000	\$0	\$89,000	2.764000	\$0.00	\$246.00
INS PREMIUM CREDIT	\$222,500	\$89,000	\$0	\$89,000	0.000000	\$0.00	\$0.00
TOTALS						25.987000	\$0.00

The 'HTRG Credit' reduction shown on your bill is the result of homeowner tax relief enacted by the Governor and the General Assembly of the State of Georgia.

If you need to - change your mailing address / are a new resident / person 62 or older and/or disabled you should call the Tax Assessors office at 678-493-6120 to find out about qualifications for exemptions. April 1 of each year is the deadline to apply with The Tax Assessors Office for any exemptions. If you feel your property value is too high, you should file a return with the Tax Assessor's Office no later than April 1st.

Current Due	\$2,312.85
Penalty	\$115.64
Interest	\$129.16
Other Fees	\$67.50
Previous Payments	\$2,625.15
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	04/26/2024



Holly Springs Parkway: Rezoning Application

Covenant Christian Center
TIN: 93N02 009
2463 Holly Springs Parkway

There is no available tax bill to pull for this parcel. The Cherokee County Tax Assessor's Office confirmed over the phone on 7/1/2024 that there were no taxes due for this parcel in 2023, so there was no bill produced that can be pulled from the assessor's website.

Property Tax Search Results

BackView Cart (0)

Back taxes must be paid with selected bill(s), so all older bills with a balance due will be automatically added to the cart. Click on a Bill # to view the bill.

Filter: Status: Any () Type: Any () Year: Any ()

No records found. Please go back and try your search again.

BackView Cart (0)

2023 Property Tax Statement

Denise Mastroserio
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

S & G HOLDINGS LLC

1767 OLD JONES RD
ALPHARETTA, GA 30004

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2023-101928	11/15/2023	\$0.00	\$4,069.60	\$0.00	Paid 11/13/2023

Map: 93N02 011

Printed: 06/30/2024

Location: 606 HOLLY SPRINGS PKWY

If you have sold this property, fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. Interest will accrue at the rate prescribed by law starting November 16th and the 16th of each month until paid. The penalty will accrue at the rate prescribed by law. ** Pay online at www.cherokeega.com** Please note: There is a 2.5 % Merchant fee for Visa, MasterCard & Discover. There is a 3% Merchant Fee charged for American Express. (These Merchant fees are not collected by Cherokee County.)

Denise Mastroserio
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114



Tax Payer: S & G HOLDINGS LLC
Map Code: 93N02 011 Real
Description: LL 305; 15TH D/TRACT B
Location: 606 HOLLY SPRINGS PKWY
Bill No: 2023-101928
District: 04A

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions	
2,500.00	435,600.00	1.0000	\$438,100.00	11/15/2023				
Entity		Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Credit	Net Tax
STATE TAX		\$438,100	\$175,240	\$0	\$175,240	0.000000	\$0.00	\$0.00
COUNTY M&O		\$438,100	\$175,240	\$0	\$175,240	4.954000	\$0.00	\$868.14
SCHOOL M&O		\$438,100	\$175,240	\$0	\$175,240	16.450000	\$0.00	\$2,882.70
SCHOOL BOND		\$438,100	\$175,240	\$0	\$175,240	1.500000	\$0.00	\$262.86
PARKS BOND		\$438,100	\$175,240	\$0	\$175,240	0.319000	\$0.00	\$55.90
Holly Springs TAD		\$438,100	\$175,240	\$0	\$175,240	0.000000	\$0.00	\$0.00
INS PREMIUM CREDIT		\$438,100	\$175,240	\$0	\$175,240	0.000000	\$0.00	\$0.00
TOTALS						23.223000	\$0.00	\$4,069.60

The 'HTRG Credit' reduction shown on your bill is the result of homeowner tax relief enacted by the Governor and the General Assembly of the State of Georgia.

If you need to - change your mailing address / are a new resident / person 62 or older and/or disabled you should call the Tax Assessors office at 678-493-6120 to find out about qualifications for exemptions. April 1 of each year is the deadline to apply with The Tax Assessors Office for any exemptions. If you feel your property value is too high, you should file a return with the Tax Assessor's Office no later than April 1st.

Current Due	\$4,069.60
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$4,069.60
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	11/13/2023



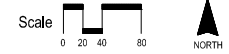
Holly Springs Parkway: Rezoning Application

Exhibit 5: Survey Plat



Holly Springs Parkway: Rezoning Application

Exhibit 6: Site Plan



Site Data

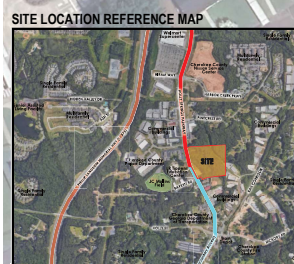
Site Area	
Gross Site Area	438,395 S.F. (10.00 Acres)
Buildable Site Area	333,260 S.F. (7.55 Acres) Minus Easements, Creek Buffer, Proposed Roadway
Gross Unit Density	222 Units Over 10,000 Acres = 22.20 Units/Acre
Net Unit Density	222 Units Over 7.55 Acres = 29.31 Units/Acre
Current Zoning	GC - General Commercial
Proposed Zoning	HCMR-6 - High Density Multi-Family

Parking Required*		Parking Provided	
1 Beds	1720/unit	70	Garage
2 Beds	1720/unit	108	Surface
3 Beds	210/unit	40	
Total Req.	328	Total	257
			1,200 unit

* Parking Per Standard Multi-Family Use - No Senior Use Parking Ratio Provided in Zoning Code - State Affordable Housing Agency Requires 1.0 Space Per Unit (222 Units)

Unit Mix		
	No.	%
1 Bedroom 713 s.f.	70	31.5
2 Bedroom 1,035 s.f.	132	59.5
3 Bedroom 1,339 s.f.	26	9.0
Total	222	

Building Area	
LVL P1	25,542 G.S.F. (Parking)
LVL 1-6 (Bolt Per Plan)	50,782 G.S.F. Each (Residential) = 253,960 G.S.F.
Total	279,502 G.S.F.



1 PROPOSED SITE PLAN Note - Existing topography shown for reference - spot elevations for proposed elevations provided at key locations
A010 Scale: 1" = 40'-0"

BKV GROUP

Architecture
Interior Design
Landscape Architecture
Engineering

1412 Main Street
Adolphus Tower
Suite 700
Dallas, TX
75202
469.455.1196
www.bkvgroup.com

PROJECT TITLE
2455 HOLLY SPRINGS PARKWAY SENIOR APARTMENTS HOLLY SPRINGS, GA

CERTIFICATION

NOT FOR CONSTRUCTION

SHEET TITLE
SITE PLAN

SHEET NUMBER
A010

© 2023 BKV Group



Holly Springs Parkway: Rezoning Application

Exhibit 7: Campaign Contribution Disclosure Statement (Attachment A)

must be completed by applicant, all owners, and any other person wishing to speak at the public hearing, i.e., engineer, surveyor, etc...

ATTACHMENT A

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES ☒ _____ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES ☒ _____ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES ☒ _____ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?

_____ YES ☒ _____ NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: Shaun Reinhardt

Official Position: Vice President and Project Partner

Dollar Amount of Contribution: \$0

Description of Contribution: N/A

Date of Contribution: _____

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

7/2/2024

DATE

Shaun Reinhardt

NAME PRINTED

DocuSigned by:

Shaun Reinhardt

SIGNATURE

ATTACHMENT A

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES ☒ _____ NO

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_____ YES ☒ _____ NO

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_____ YES ☒ _____ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?

_____ YES ☒ _____ NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: N/A

Official Position: N/A

Dollar Amount of Contribution: N/A

Description of Contribution: N/A

Date of Contribution: N/A

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

7/2/2024

DATE

Carson Leifer

NAME PRINTED

Carson Leifer

SIGNATURE

Must be completed by applicant, all owners, and any other person wishing to speak at the public hearing, i.e., engineer, surveyor, etc...

ATTACHMENT A

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES ✓ _____ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES ✓ _____ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES ✓ _____ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?

_____ YES ✓ _____ NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: N/A

Official Position: N/A

Dollar Amount of Contribution: N/A

Description of Contribution: N/A

Date of Contribution: N/A

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

7/2/2024
DATE

Thomas Williams
NAME PRINTED

[Signature]
SIGNATURE

ATTACHMENT A

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES X _____ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES X _____ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES X _____ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?

_____ YES X _____ NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: _____

Official Position: _____

Dollar Amount of Contribution: _____

Description of Contribution: _____

Date of Contribution: _____

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

7-2-2024

DATE

STEVIE BERRYMAN

NAME PRINTED



SIGNATURE

Must be completed by applicant, all owners, and any other person wishing to speak at the public hearing, i.e., engineer, surveyor, etc...

ATTACHMENT A

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES X _____ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

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C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES X _____ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?

_____ YES X _____ NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: N/A

Official Position: N/A

Dollar Amount of Contribution: N/A

Description of Contribution: N/A

Date of Contribution: N/A

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

6/26/24
DATE

Janis C. Roberts
NAME PRINTED

Janis C. Roberts
SIGNATURE

ATTACHMENT A

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES ☒ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES ☒ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES ☒ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?

_____ YES ☒ NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: _____

Official Position: _____

Dollar Amount of Contribution: _____

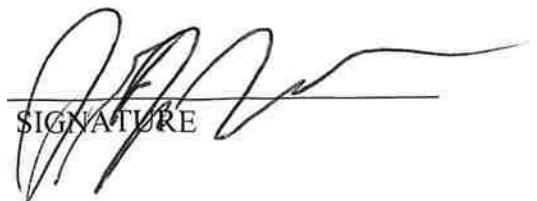
Description of Contribution: _____

Date of Contribution: _____

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

7/1/24
DATE

John S. Feder
NAME PRINTED


SIGNATURE

ATTACHMENT A

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES X NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES X NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES X NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?

_____ YES X NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: _____

Official Position: _____

Dollar Amount of Contribution: _____

Description of Contribution: _____

Date of Contribution: _____

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

6-29-2024
DATE

Kito J Johnson
NAME PRINTED


SIGNATURE

Must be completed by applicant, all owners, and any other person wishing to speak at the public hearing, i.e., engineer, surveyor, etc...

ATTACHMENT A

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES X _____ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES X _____ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES X _____ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?

_____ YES X _____ NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: _____

Official Position: _____

Dollar Amount of Contribution: _____

Description of Contribution: _____

Date of Contribution: _____

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

6-25-24
DATE

STEVEN O. ADKINS
NAME PRINTED

[Signature]
SIGNATURE



Holly Springs Parkway: Rezoning Application

Exhibit 8: Water/Sewer Availability Letter from CCWSA

Cherokee County Water & Sewerage Authority

June 21, 2024

RE: Water & Sewerage Availability (Tax Map 93N02, Parcel 009, 011, 012, 013)

To Whom It May Concern:

Please be advised that Cherokee County Water & Sewerage Authority presently has an 8" DIP water main on the West side of Holly Springs Parkway West of the subject property.

Sewer is available on the subject property. The acquisitions of easements to manholes or lift stations will be the responsibility of the developer.

The capacity for Rose Creek Wastewater Treatment Facility is 6.0 MGD and the Authority is presently treating 3.5 MGD. The Fitzgerald Creek Treatment Facility is 11.5 MGD and the Authority is presently treating 5.0 MGD.

There is presently no moratorium for water or sewer connections on the Authority System. Sewer connections are available on first pay, first serve basis. However, plans for any development must be submitted and approved by the Authority prior to any water or sewer connection application being accepted for processing. Also, existing infrastructure, size and location, must be verified by developer/engineer/contractor prior to submittal to Cherokee County Water and Sewerage Authority.

If you have any questions, please don't hesitate to call me.

Sincerely,



Bradley M. Payne
Construction Office Supervisor

CC: Garry Hensley
Jody Henson
Keith Allen
Jeff Hooper

P. O. Box 5000 ~ Canton, Georgia 30114 ~ 770-479-1813



Holly Springs Parkway: Rezoning Application

Exhibit 10: Variances



Holly Springs Parkway: Rezoning Application

Variances

The applicant is requesting the following variances as part of its rezoning application to HDMFR.

- Density: Applicant is requesting a variance from 16 units/acre to 22 units/acre.
- One-Bedroom Units: Applicant is requesting a variance for the size of one-bedroom units from 750 square feet to 700 square feet.
- Parking Ratio: Applicant is requesting a variance from 308 total parking spaces to the minimum required by the state agency for affordable senior housing, which is 1.0/unit, or 222 parking spaces.
- Building Materials: Applicant is requesting a variance from a 100% brick façade to a mixture of brick, windows, and hardie plank fiber cement siding.



Holly Springs Parkway: Rezoning Application

Exhibit 11: Conditional Use Permit Requests (Attachment B)
N/A



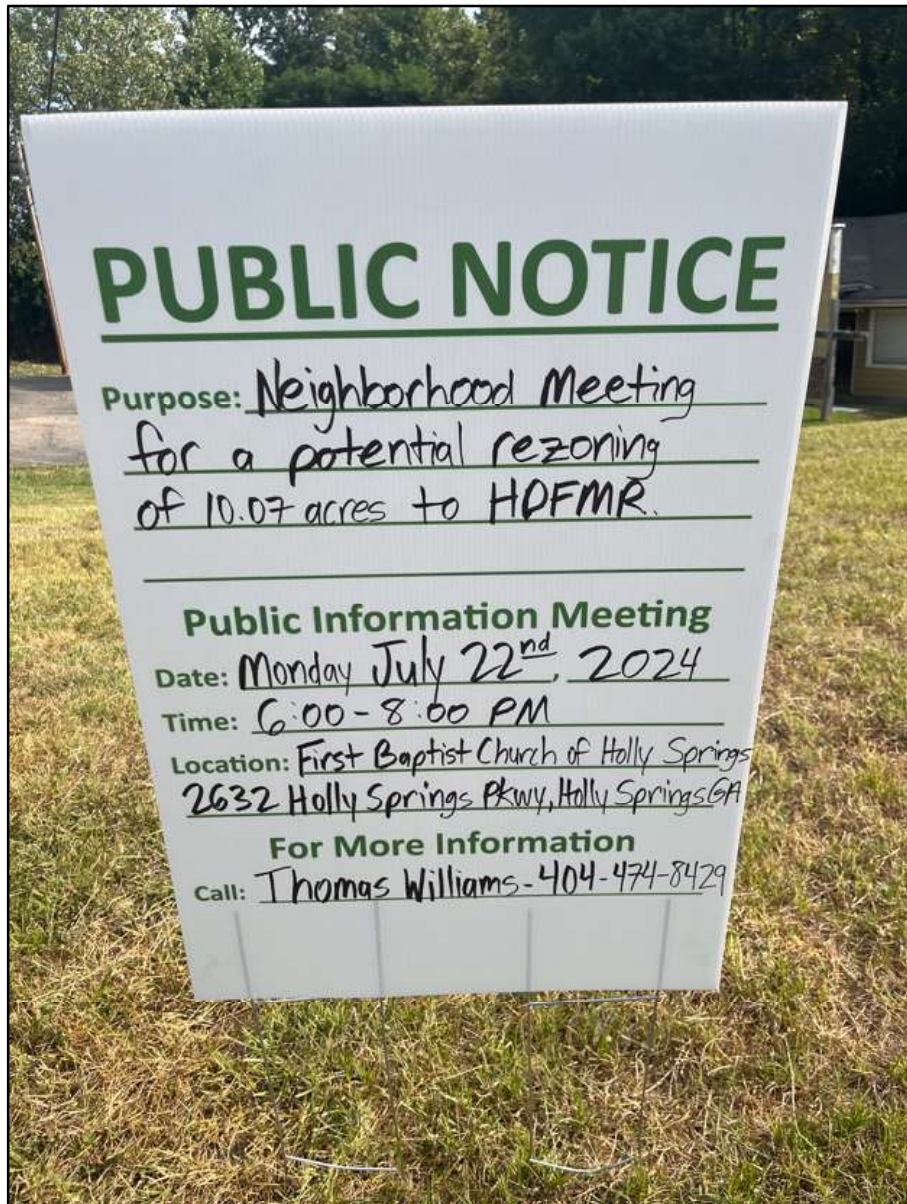
Holly Springs Parkway: Rezoning Application

Exhibit 12: Neighborhood Meeting: Public Notice Sign

Holly Springs Parkway: Rezoning Application

Neighborhood Meeting: Public Notice Sign

The Public Notice for the Neighborhood Meeting was posted on the subject site on July 3, 2024.





Holly Springs Parkway: Rezoning Application

Exhibit 13: Trip Generation Memo

Trip Generation Memo - July 1, 2024:

To: Nancy Moon, AICP
Community Development Director
City of Holly Springs
nmoon@hollysprings.us

Re: Trip Generation Memo for Senior Living Development on Holly Springs Pkwy – Holly Springs, GA

Dominium is proposing a multifamily residential development on an undeveloped parcel on the east side of Holly Springs Pkwy between Holly Street/Hickory Road and Pinecrest Road in Holly Springs, GA. The proposed development will be an age-restricted multifamily senior living development with an anticipated 220 dwelling units. This trip generation memo is being submitted as part of the rezoning application process. A full traffic impact analysis (TIA) report is expected to be required if the project rezoning is approved.

The project trips for the proposed development were calculated using equations contained in the Institute of Transportation Engineers' (ITE) latest *Trip Generation Manual*, 11th Ed, 2021. Table 1 summarizes the trip generation for the proposed redevelopment. The development land use and ITE code is listed below:

Proposed Land Use:

- Senior Adult Housing - Multifamily – ITE Code 252 – 220 Dwelling Units

Table 1: Trip Generation

Project Land Use	Density	ITE LUC	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
Senior Adult Housing - Multifamily	220 D.U.	252	661	331	330	43	15	28	55	31	24
Total Trips			661	331	330	43	15	28	55	31	24
Reductions for Internal Capture			0	0	0	0	0	0	0	0	0
Reductions for Modal Split			0	0	0	0	0	0	0	0	0
Reductions for Pass-By Trips			0	0	0	0	0	0	0	0	0
Total Net New Project Trips			661	331	330	43	15	28	55	31	24

The overall total development is anticipated to generate 661 total daily trips (331 inbound and 330 outbound) with the PM peak being the highest with the 55 total trips (31 inbound and 24 outbound). There are 43 total trips anticipated in the AM peak (15 inbound and 28 outbound).

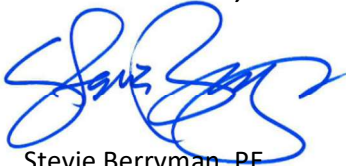
The 2022 traffic count data on *GDOT's Traffic Analysis & Data Application (TADA)* site indicates 14,000 vpd on Holly Springs Pkwy.

This type of age-restricted residential facility is anticipated to generate minor peak our traffic volumes with residents most likely opting to avoid peak hour traffic and making most of their trips during non-peak hours. Turn lane warrants will be verified, but it is expected that the City of Holly Springs will require both left and right turn lanes at the driveway location(s) on Holly Springs Pkwy for this development. As previously stated, it is expected that a full traffic impact analysis (TIA) report will be required if the project rezoning is approved.

Please contact me at 770-368-1399 if you have any questions or need additional information. Thank you for your time and consideration.

Sincerely,

FORESITE GROUP, LLC



Stevie Berryman, PE
Project Manager

Appendix A: Concept Site Plan

2455 HOLLY SPRINGS PARKWAY
HOLLY SPRINGS, GEORGIA

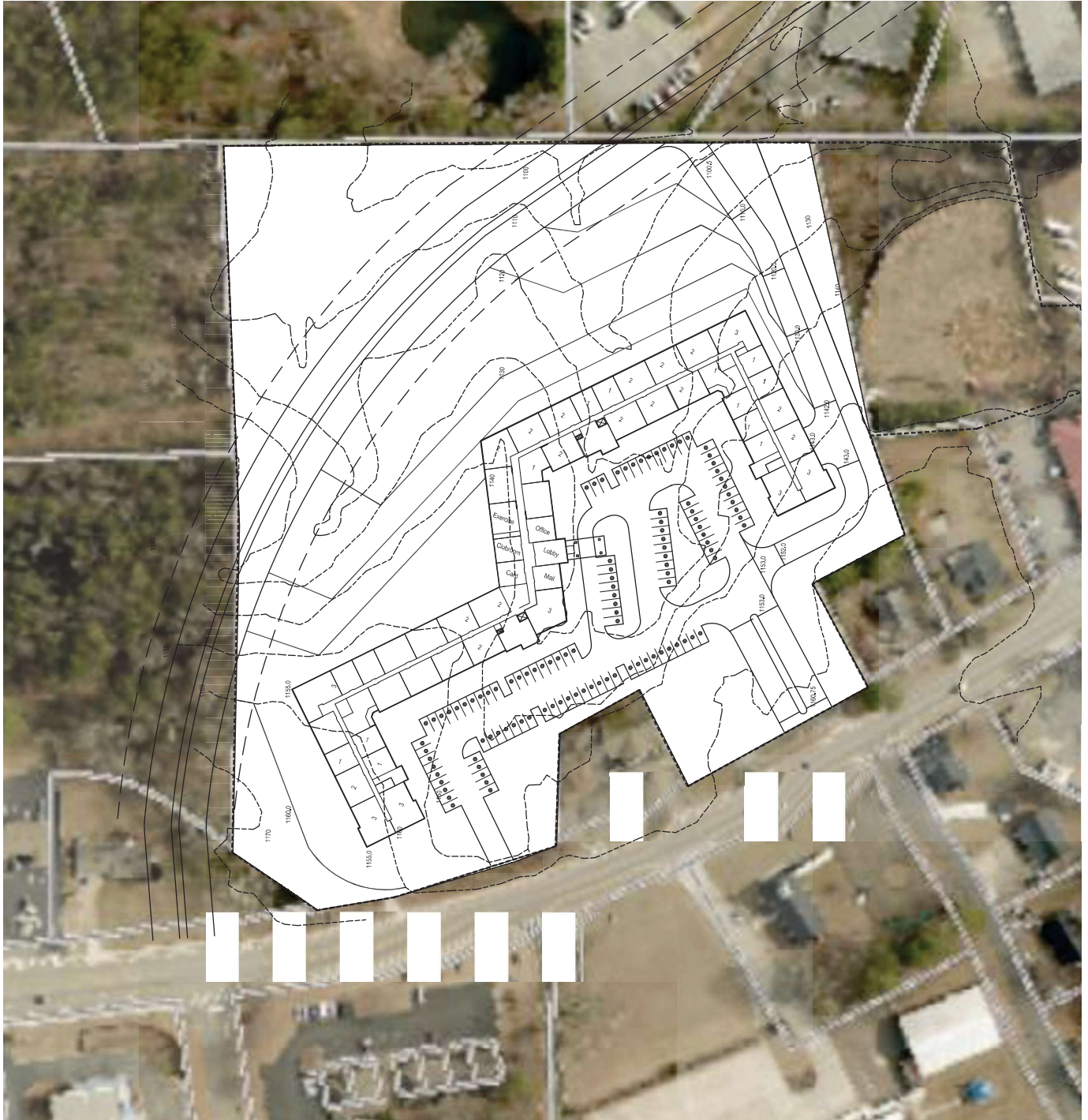
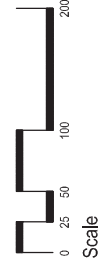
Senior-5 Stories				
Unit Mix	No.	%	Parking Required	
1 Bedroom	83	31.9	1.0 unit	83
2 Bedroom	142	54.6	1.0 unit	142
3 Bedroom	35	13.5	1.0 unit	35
Totals	260		1.0 unit	260

Parking Provided	Building Area
Garage Surface	Wood - Roof
156	Wood - Housing
104	243,176
	SOG
	60,794
Total	260
	1.00 unit



North

6-9-24



Appendix B: Trip Generation

Trip Generation

Calculation of Anticipated Project Trips

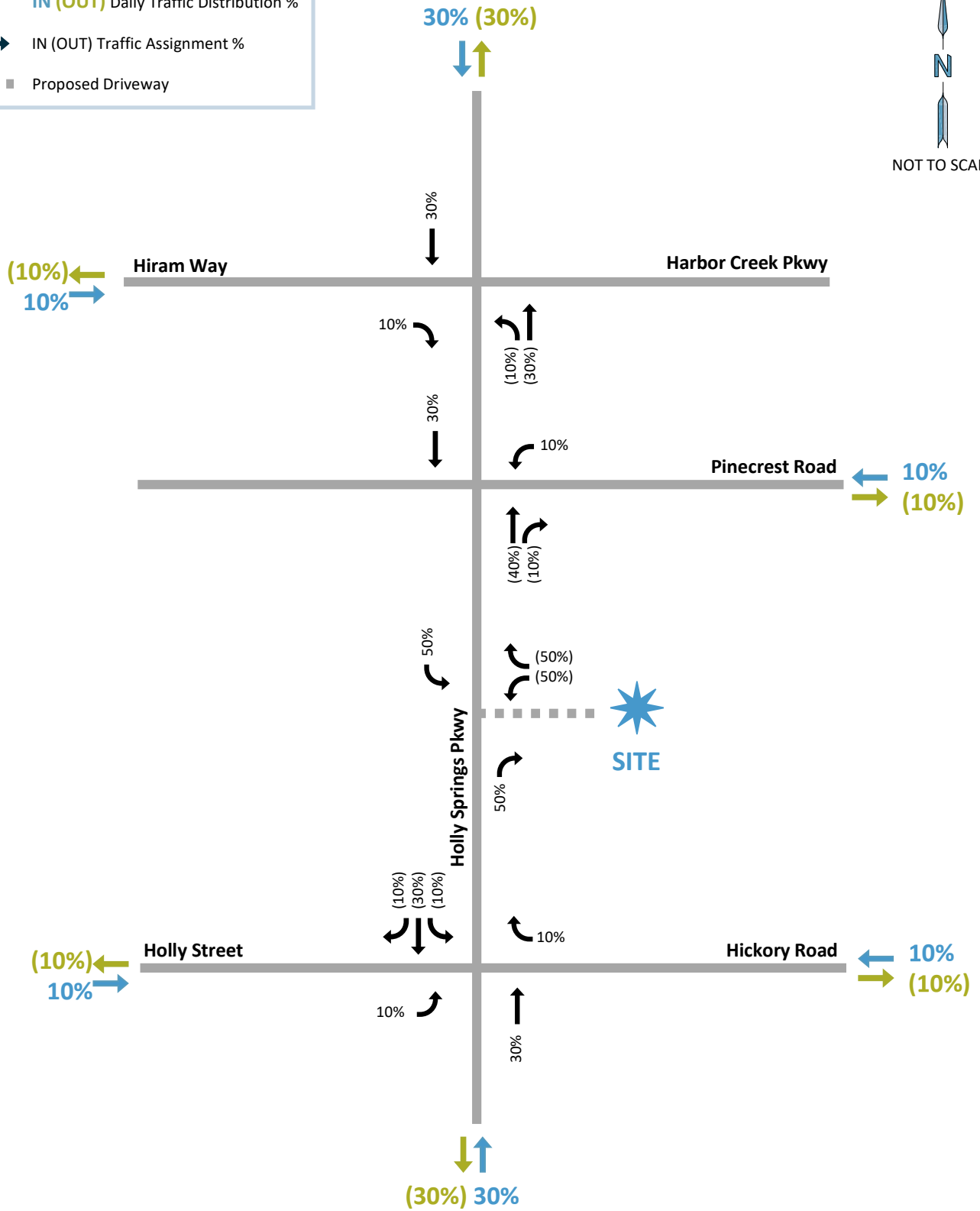
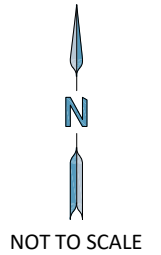
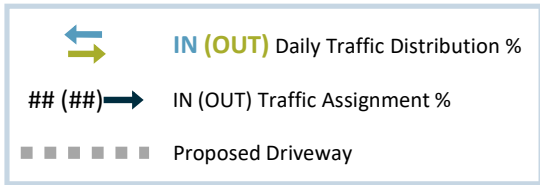
Based upon methodology from ITE's *Trip Generation Manual*, 11th Edition (2021)

Copyright 2018, Foresite Group

Project Land Use	Project Density	Project Trips			ITE Code	Variable	Equation Used ¹	In/Out Distribution
		Total	Inbound	Outbound				
Senior Adult Housing - Multifamily	220 D.U.				252	Dwelling Unit		
	Daily	661	331	330			$T = 2.89(X) + 24.82$	50% / 50%
	AM Peak Hour	43	15	28			$T = 0.19(X) + 0.90$	34% / 66%
	PM Road Peak	55	31	24			$T = 0.25(X) + 0.07$	56% / 44%
Reductions for Internal Capture								
	Daily	0	0	0				
	AM Peak Hour	0	0	0				
	PM Peak Hour	0	0	0				
Reductions for Modal Split								
	Daily	0	0	0				
	AM Peak Hour	0	0	0				
	PM Peak Hour	0	0	0				
Reductions for Pass-By Trips								
	Daily	0	0	0				
	AM Peak Hour	0	0	0				
	PM Peak Hour	0	0	0				
NET NEW EXTERNAL VEHICULAR TRIPS								
	Daily	661	331	330				
	AM Peak Hour	43	15	28				
	PM Peak Hour	55	31	24				

Appendix C: Trip Distribution

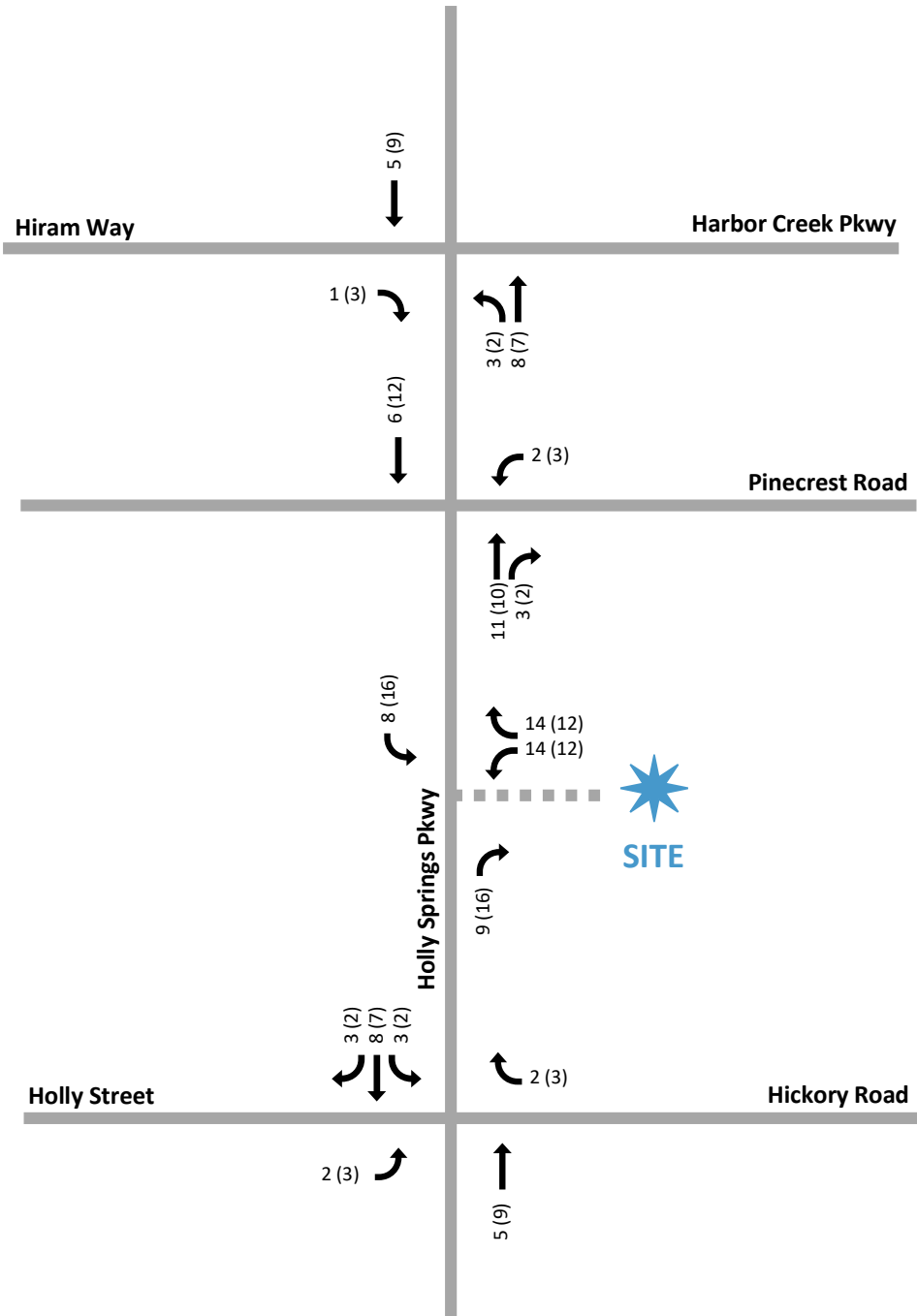
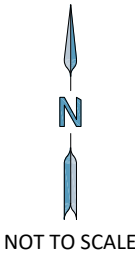
Trip Distribution



Project Trips

##(##) → AM (PM) Peak Hour Traffic Volume

■ ■ ■ ■ ■ | Proposed Driveway





Holly Springs Parkway: Public Information Meeting

Table of Contents

1. An affidavit from the applicant certifying that the neighborhood public information meeting was conducted.
2. A copy of the notice sent to the applicable property owners and a certificate of mailing of the applicable property owners.
3. A list of attendees with contact information
4. Summary of information presented
5. Summary of issues stated by the attendees
6. Public comment sheets



Holly Springs Parkway: Public Information Meeting

Exhibit 1: An affidavit from the applicant certifying that the neighborhood public information meeting was conducted.



Neighborhood Meeting Affidavit

To Whom it May Concern,

This letter is to serve as a notice that a neighborhood public information meeting was held for the rezoning application for 2455 Holly Springs Parkway. Details on the meeting are included in this letter, with supporting documentation attached.

Neighborhood Meeting
July 22nd, 2024
6:00 PM to 8:00 PM
First Baptist Church of Holly Springs
2632 Holly Springs Parkway,
Holly Springs, GA 30115

Applicant: Dominium Development & Acquisitions
375 Northridge Rd, Suite 500
Atlanta, GA 30350

Sincerely,

Shaun Reinhardt
Vice President & Project Partner
Dominium



Holly Springs Parkway: Public Information Meeting

Exhibit 2: A copy of the notice sent to the applicable property owners and a certificate of mailing of the applicable property owners.



July 10th, 2024

Dear Neighbors,

We are writing to inform you of a Neighborhood Meeting that will be held to discuss the proposed development of a senior apartment community in Holly Springs. The purpose of the meeting is to discuss the proposed rezoning from General Commercial to High Density Multi-Family Residential. The senior community will be located at 2455 Holly Springs Parkway. It will include up to 220 units on an approximate 10.07-acre property. Dominium Development & Acquisitions is seeking to be the developer of this property following the property's sale and obtaining all required permits and approvals.

Neighborhood Meeting
July 22nd, 2024
6:00 PM to 8:00 PM
First Baptist Church of Holly Springs
2632 Holly Springs Parkway,
Holly Springs, GA 30115

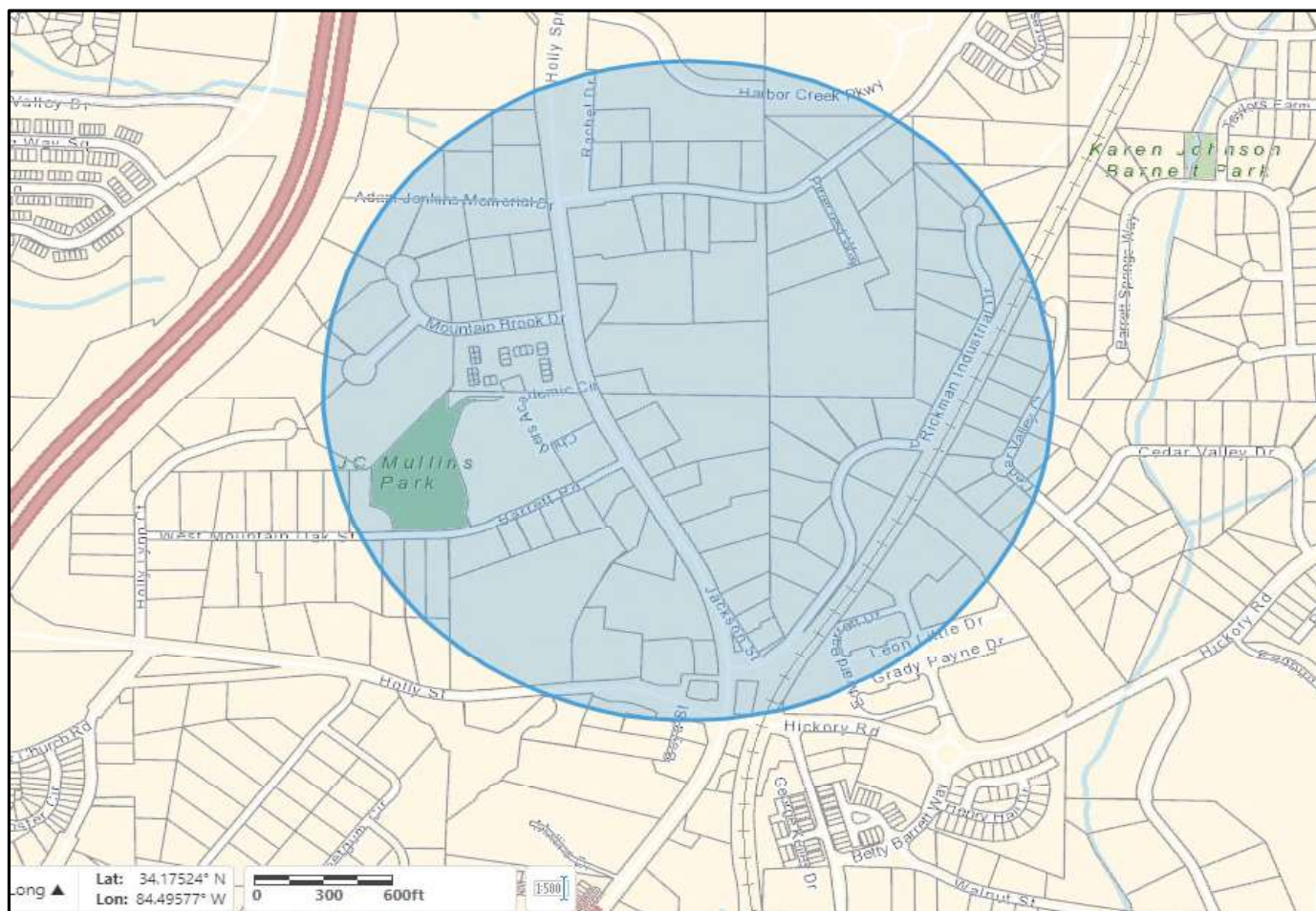
Applicant: Dominium Development & Acquisitions
375 Northridge Rd, Suite 500
Atlanta, GA 30350

We will have a presentation beginning at 6:15 PM, and we will be available before and after the presentation if you have any questions or comments.

If you have any questions or would like additional information, please do not hesitate to contact Thomas Williams at Thomas.Williams@Dominiuminc.com.

Sincerely,

Shaun Reinhardt
Vice President & Project Partner
Dominium



<u>Property Address</u>	<u>Property City</u>	<u>PIN</u>	<u>Owner</u>	<u>Mailing Address</u>	<u>Mailing City</u>
2455 Holly Springs Pkwy	Canton	15-0272-0002	ROBERTS CHARLES A & JANIS	600 SMITH RD	BALLGROUND
107 Mountain Brook Dr	Canton	15-0272-0003	FTG REALTY VENTURES LLC	3125 SANDHURST DR	WOODSTOCK
		15-0272-0044	SOUTHEAST HOLDING GROUP OF	120 MOUNTAIN BROOK DRIVE	CANTON
2271 Holly Springs Pkwy	Canton	15-0272-0014	VASUH INVESTMENTS LLC	4088 HOLLY SPRINGS PW	CANTON
109 Mountain Brook Dr	Canton	15-0272-0009	3C INVESTMENTS INC	183 SEXTON DR	BALL GROUND
214 Cedar Valley Ct	Canton	15-0306-0016	SALLING NICOLE LOREAL	214 CEDAR VALLEY CT	CANTON
220 Cedar Valley Ct	Canton	15-0306-0008	MEIXEL CARL W & SONJA W	220 CEDAR VALLEY DRIVE	CANTON
		15-0272-0020	MOUNTAIN BROOK OFFICE CONDOS		
265 Barrett Rd	Canton	15-0305-0022	WATERS DALE LYNN	255 BARRETT ROAD	CANTON
372 Pine Crest Rd	Canton	15-0272-0042	EBC PINECREST LLC	3330 COBB PKWY	ACWORTH
211 Cedar Valley Ct	Canton	15-0306-0005	WILSON TAMI T	211 CEDAR VALLEY CT	CANTON
129 P Rickman Industrial Dr	Canton	15-0271-0003	ARCHITECTURAL GLASS &	129 P RICKMAN INDUSTRIAL DR	CANTON
113 Mountain Brook Dr	Canton	15-0272-0017	PRESTIGE ONE LLC	3664 KNIGHTS MILL DR	VALDOSTA
212 Cedar Valley Ct	Canton	15-0306-0014	WASIELEWSKI JASON	212 CEDAR VALLEY CT	CANTON
271 Hickory Rd	Canton	15-0306-0024	WALTON HOLLY SPRINGS LLC	2281 AKERS MILL RD	ATLANTA
113 Mountain Brook Dr	Canton	15-0272-0051	BIANCARDI VITTORIO	335 OAK HILL LN	CANTON
107 P Rickman Industrial Dr	Canton	15-0306-0021	J N E PROPERTIES LLC	809 BLUE HERON COVE	WALESKA
140 Mountain Brook Dr	Canton	15-0273-0013	PEGA PROPERTIES LLC	222 N PACIFIC COAST HWY STE 2000	EL SEGUNDO
130 Timothy Downing Dr	Canton	15-0306-0012	HOLLY SPRINGS DOWNTOWN	100 HICKORY CIRCLE	CANTON
2766 Holly Springs Pkwy	Canton	15-0344-0011	2800 HOLLY SPRINGS CENTER	10882 CRABAPPLE RD #4	ROSWELL
3025 Holly St	Canton	15-0305-0004	HEFNER EDDIE	188 HOLLOWAY DR	CANTON
125 Barrett Rd	Canton	15-0305-0024	SPRINGER MOUNTAIN PROPERTIES LLC	125 BARRETT RD	HOLLY SPRINGS
120 Rachel Dr	Canton	15-0272-0024	ONANON LLC	120 RACHEL DR	CANTON
		15-0344-0016	POOR WILLIAM T & RUBY H	114 SWEET GUM CIRCLE	CANTON
120 Mountain Brook Dr	Canton	15-0273-0019	SOUTHEAST HOLDING GROUP OF	120 MOUNTAIN BROOK DRIVE	CANTON
137 Jackson St	Canton	15-0305-0011	WEAVER NELLIE JACKSON &	527 HENRY TURNER TRAIL	BALLGROUND
2471 Holly Springs Pkwy	Canton	15-0305-0005	S & G HOLDINGS LLC	1767 OLD JONES RD	ALPHARETTA
105 Mountain Brook Dr	Canton	15-0272-0008	SHIRLEY GARY C TRUSTEE	120 HOLLY RESERVE PKWY	CANTON
506 Pinecrest Way	Canton	15-0271-0002	MCFARLAND MICHAEL & DIANNE	506 PINE CREST WAY	CANTON
		15-0272-0011	CITY OF HOLLY SPRINGS	P O BOX 990	HOLLY SPRINGS
363 Pine Crest Rd	Canton	15-0272-0038	CROVATT SAMANTHA &	363 PINECREST RD	CANTON
113 Mountain Brook Dr	Canton	15-0272-0004	JAMESTOWN OFFICE LLC	2120 CASCADING CREEK CT	CUMMING
126 P Rickman Industrial Dr	Canton	15-0271-0021	PLACE PROPERTY MANAGEMENT LLC	201 GATEWAY DR	CANTON
230 Cedar Valley Ct	Canton	15-0271-0010	JUDD KATHLEEN H TRUSTEE &	230 CEDAR VALLEY CT	CANTON
113 Mountain Brook Dr	Canton	15-0272-0049	CHAMBERS MARK & TRACY &	22 DEER RUN LN SE	WHITE
127 P Rickman Industrial Dr	Canton	15-0271-0018	MADISON HOLDINGS LLC	135 P RICKMAN IND DR	CANTON
301 Adam Jenkins Memorial Dr	Canton	15-0272-0025	CAR WASH DEPOT LLC (THE)	5850 ROGERS ROAD	CUMMING
2740 Holly Springs Pkwy	Canton	15-0344-0005	SELIG ENTERPRISES INC	1100 SPRING ST NW	ATLANTA
210 Cedar Valley Ct	Canton	15-0306-0018	WIEGAND JOHN D & KIMBERLY L	210 CEDAR VALLEY COURT	CANTON
2463 Holly Springs Pkwy	Canton	15-0305-0023	COVENANT CHRISTIAN CENTER	P O BOX 4116	CANTON
411 Hickory Rd	Canton	15-0306-0011	CITY OF HOLLY SPRINGS GEORGIA	PO BOX 990	HOLLY SPRINGS
109 P Rickman Industrial Dr	Canton	15-0306-0022	GLG HOLDINGS LLC	P O BOX 249	HOLLY SPRINGS
103 Mountain Brook Dr	Canton	15-0272-0019	KAIDRE AND SRIPATHI REALTY LLC	3463 MILL BRIDGE DR	MARIETTA
174 West Mountain Oak St	Canton	15-0304-0026	RICHARDSON RANDALL &	P O BOX 1307	HOLLY SPRINGS
2610 Holly Springs Pkwy	Canton	15-0305-0001	VITAL CYRIL JR	980 HOLLY LANE	CANTON
		15-0343-0016	TRIDUUM ASSOCIATES LLC	1431 ORANGE SHOALS DRIVE	CANTON
540 Pine Crest Rd	Canton	15-0271-0004	BATES BILLY	540 PINECREST ROAD	CANTON
479 Pine Crest Rd	Canton	15-0271-0008	DIAZ GAD	479 PINECREST RD	CANTON
217 Cedar Valley Ct	Canton	15-0271-0023	DELUCA JESSICA A &	217 CEDAR VALLEY COURT	CANTON
103 Mountain Brook Dr	Canton	15-0272-0012	MOMEH PAUL	510 CREEKSHIRE CIRCLE	CANTON
101 Mountain Brook Dr	Canton	15-0272-0026	LAUREL PROPERTY INVESTMENTS LLC	304 MOUNTAIN LAUREL WALK	CANTON
161 Jackson St	Canton	15-0305-0009	HERB SHOP	P O BOX 459	HOLLY SPRINGS
226 Cedar Valley Ct	Canton	15-0271-0006	BRANOM NATHAN ROBERT &	226 CEDAR VALLEY CT	CANTON
101 Harbor Creek Pkwy	Canton	15-0233-0008	CP BARTOW PROPERTIES LLC	2111 BARRETT LAKES BLVD	KENNESAW
111 Mountain Brook Dr	Canton	15-0272-0006	VST AVIATION LLC	816 OLD HORNAGE RD	BALLGROUND
111 Mountain Brook Dr	Canton	15-0272-0046	BETHESDA COMMUNITY	111 MOUNTAIN BROOK	CANTON
2215 Holly Lynn Ct	Canton	15-0304-0002	BRIDGES JOHN R &	2215 HOLLY LYNN CT	CANTON
2258 Holly Springs Pkwy	Canton	15-0272-0045	TWIN OAKS INVESTMENT	2124 CHATOU PL	KENNESAW
		15-0233-0009	CP BARTOW PROPERTIES LLC	2111 BARRETT LAKES BLVD	KENNESAW
124 P Rickman Industrial Dr	Canton	15-0271-0012	RICKMAN 100 LLC	135 P RICKMAN INDUSTRIAL DR	CANTON
2464 Holly Springs Pkwy	Canton	15-0305-0008	HOLLY SPRINGS UNITED	3885 OLD HWY 5	HOLLY SPRINGS
99 P Rickman Industrial Dr	Canton	15-0306-0015	ABELL TURF AND TRACTOR L L C	101 P RICKMAN INDUSTRIAL DRIVE	CANTON
3028 Holly St	Canton	15-0344-0025	MULLINS ASHLEY BRETT	3028 HOLLY STREET	CANTON
121 P Rickman Industrial Dr	Canton	15-0271-0024	EAST COAST DEVELOPMENT CORP	121 P RICKMAN INDUSTRIAL DR	CANTON
106 Pine Crest Rd	Canton	15-0272-0031	ARREOLA RAFAEL	913 PINECREST ROAD	CANTON
225 Barrett Rd	Canton	15-0305-0015	FIELDS LINDA	225 BARRETT RD	CANTON
300 Adam Jenkins Memorial Dr	Canton	15-0272-0013	VALLEY HOLDINGS 4 LLC	6101 PELICAN BAY BV #701	NAPLES
2529 Holly Springs Pkwy	Canton	15-0305-0007	HUSSAIN SAZZAD & MOHAMMAD MINAL &	301 HILLGROVE DR	CANTON
138 Mountain Brook Dr Ste 100	Canton	15-0273-0001	DSTS ENTERPRISES LLC	138 MOUNTAIN BROOK DR	CANTON
105 Mountain Brook Dr	Canton	15-0272-0005	AL7 PROEPRTIES LLC	602 TOTTER WAY	CANTON
200 Mountain Brook Ct	Canton	15-0273-0002	CHEROKEE COUNTY SCHOOL SYSTEM	P O BOX 769	CANTON
215 Cedar Valley Ct	Canton	15-0306-0006	PHILLIPS KENNETH B JR &	215 CEDAR VALLEY CT	CANTON
501 Harbor Creek Pkwy	Canton	15-0234-0056	MAR HARBOR CREEK LLC	200 E BROWARD BLVD	FORT LAUDERDALE

2228 Holly Springs Pkwy	Canton	15-0272-0021	S2 PARTNERS LLC	5755 NORTH POINT PW	ALPHARETTA
275 Barrett Rd	Canton	15-0305-0020	DYCKOWSKI BRIAN RONALD	395 STOWERS DR	CANTON
103 Mountain Brook Dr	Canton	15-0272-0034	KAIDRE AND SRIPATHI REALTY LLC	3463 MILL BRIDGE DR	MARIETTA
113 Mountain Brook Dr	Canton	15-0272-0022	PRESTIGE ONE LLC	3664 KNIGHTS MILL DR	VALDOSTA
2330 Holly Springs Pkwy	Canton	15-0272-0023	MB & BM HOLDINGS LLC	P O BOX 1213	CANTON
522 Pine Crest Rd	Canton	15-0271-0019	NATIVO STEVE	4816 SUGAR PIKE RD	CANTON
240 Boyd St	Canton	15-0344-0023	CREVISTON JACOB DELMAN	105 JACKSON WAY	HOLLY SPRINGS
228 Cedar Valley Ct	Canton	15-0271-0014	CHASTAIN MICHAEL A JR &	228 CEDAR VALLEY COURT	CANTON
201 Mountain Brook Ct	Canton	15-0304-0020	CHEROKEE COUNTY SCHOOL SYSTEM	P O BOX 769	CANTON
113 Mountain Brook Dr	Canton	15-0272-0050	BIANCARDI VITTORIO	335 OAK HILL LN	CANTON
162 West Mountain Oak St	Canton	15-0304-0012	WRIGHT SHELA G &	162 WEST MOUNTAIN OAK ST	CANTON
222 Cedar Valley Ct	Canton	15-0271-0013	UNGER JOHN S & SUZANNE M	222 CEDAR VALLEY COURT	CANTON
501 Pinecrest Way	Canton	15-0271-0025	MCFARLAND DIANE	506 PINECREST WY	CANTON
119 P Rickman Industrial Dr	Canton	15-0271-0016	ATTIC XIV SELF STORAGE LLC	PO BOX 2747	DALLAS
		15-0233-0010	CHEROKEE AUTO LAND LLC	1855 LUKE KING PW	BUFORD
110 P Rickman Industrial Dr	Canton	15-0306-0009	ABELL FRANKLIN J	300 QUIET HILL LN	WOODSTOCK
117 P Rickman Industrial Dr	Canton	15-0271-0001	ATTIC XIV SELF STORAGE LLC	PO BOX 2747	DALLAS
		15-0272-0052	EBC PINECREST LLC	9040 MAIN ST	WOODSTOCK
2547 Holly Springs Pkwy	Canton	15-0305-0006	CORNER BOOTH PROPERTIES LLC	2547 HOLLY SPRINGS PARKWAY	HOLLY SPRINGS
220 Mountain Brook Ct	Canton	15-0273-0009	M3 REAL ESTATE HOLDINGS LLC	230 MOUNTAIN BROOK CT	CANTON
105 Mountain Brook Dr	Canton	15-0272-0007	WIKLE RONALD JR	545 STONEBROOK DR	CANTON
2450 Holly Springs Pkwy	Canton	15-0305-0025	CHEROKEE COUNTY SCHOOL SYSTEM	P O BOX 769	CANTON
113 P Rickman Industrial Dr	Canton	15-0306-0010	CITY OF HOLLY SPRINGS	P O BOX 990	HOLLY SPRINGS
413 Pine Crest Rd	Canton	15-0272-0039	CIH-CORP LLC	1150 OAKDALE ROAD	CANTON
224 Cedar Valley Ct	Canton	15-0271-0022	HARRIS JAMES P	224 CEDAR VALLEY COURT	CANTON
117 Jackson St	Canton	15-0305-0019	PANASONIC STREET HOLDINGS LLC	814 DEGAMA AVENUE	PANAMA CITY
101 Mountain Brook Dr	Canton	15-0272-0041	KAIDRE AND SRIPATHI REALTY LLC	3463 MILL BRIDGE DR	MARIETTA
436 Pine Crest Rd	Canton	15-0271-0011	CARROLL CHARLES B &	7093 VAUGHN RD	CANTON
134 Pine Crest Rd	Canton	15-0272-0043	DAVIS CHARLES WALTER	134 PINECREST ROAD	CANTON
115 P Rickman Industrial Dr	Canton	15-0306-0020	GADDIS DAVID	398 AMY LANE	CANTON
2262 Holly Springs Pkwy	Canton	15-0272-0028	EWING IRRIGATION PRODUCTS INC	3441 E HARBOUR DR	PHOENIX
2615 Holly Springs Pkwy	Canton	15-0305-0016	PREMIERE PLUS STORAGE LLC	1405 HILLTOP OVERLOOK DR	MARIETTA
3075 Holly St	Canton	15-0305-0026	PM INVESTMENT HOLDINGS LLC	1997 IRON MOUNTAIN RD	CANTON
2632 Holly Springs Pkwy	Canton	15-0305-0013	HOLLY SPRINGS BAPTIST CHURCH	P O BOX 100	HOLLY SPRINGS
114 P Rickman Industrial Dr	Canton	15-0306-0013	CITY OF HOLLY SPRINGS	P O BOX 990	HOLLY SPRINGS
135 Mountain Brook Dr	Canton	15-0273-0011	CHEROKEE COUNTY SCHOOL SYSTEM	P O BOX 769	CANTON
218 Cedar Valley Ct	Canton	15-0306-0002	ROBERTS MICHAEL &	218 CEDAR VALLEY COURT	CANTON
249 Pine Crest Rd	Canton	15-0272-0036	LANDRUM BARBARA REECE	249 PINECREST RD	CANTON
550 Pine Crest Rd	Canton	15-0271-0007	GLADSON JIMMY & DIAN	P O BOX 710	HOLLY SPRINGS
103 Mountain Brook Dr	Canton	15-0272-0029	IRIE SUNSHINE COMMERCIAL PROP LLC	113 MOUNTAIN BROOK DR	CANTON
245 Barrett Rd	Canton	15-0305-0028	GLADSON DIAN	550 PINE CREST RD	CANTON
320 Pine Crest Rd	Canton	15-0272-0032	REECE JERRY MICHAEL &	311 PINECREST RD	CANTON
168 West Mountain Oak St	Canton	15-0304-0013	WOOLLEY MICHAEL &	168 W MOUNTAIN OAK ST	CANTON
330 Adam Jenkins Memorial Dr	Canton	15-0273-0007	OCS ENTERPRISES INC	135 P RICKMAN IND DRIVE	CANTON
2720 Holly Springs Pkwy	Canton	15-0305-0018	PM INVESTMENT HOLDINGS LLC	1997 IRON MOUNTAIN RD	CANTON
107 Mountain Brook Dr	Canton	15-0272-0027	KREWSON BETTS PROPERTIES LLC	708 VALLEY VIEW PLACE	CANTON
111 Mountain Brook Dr	Canton	15-0272-0016	MOUNTAIN BROOK 23 LLC	111 MOUNTAIN BROOK DR	CANTON
4030 Holly Springs Pkwy	Canton	15-0272-0040	PATEL BHANUMATI M &	P O BOX 1213	CANTON
107 Mountain Brook Dr	Canton	15-0272-0001	FTG REALTY VENTURES LLC	3125 SANDHURST DR	WOODSTOCK
		15-0306-0017	HILLHOUSE CEMETERY		
		15-0305-0012	DOWNTOWN DEV AUTH OF	P O BOX 990	HOLLY SPRINGS
285 Barrett Rd	Canton	15-0305-0014	RAGSDALE CLIFFORD (LIFE EST)	P O BOX 744	HOLLY SPRINGS
2631 Holly Springs Pkwy	Canton	15-0305-0021	ARG ME19PCK001 LLC	405 PARK AVENUE 3RD FLOOR	NEW YORK
3015 Holly St	Canton	15-0304-0007	TUCKER DWIGHT	219 SWEETWATER CREEK DRIVE	CANTON
145 Mountain Brook Dr	Canton	15-0273-0012	GILA PROPERTIES INC	145 MOUNTAIN BROOK DR	CANTON
109 Mountain Brook Dr	Canton	15-0272-0010	3C INVESTMENTS INC	183 SEXTON DR	BALL GROUND
2592 Holly Springs Pkwy	Canton	15-0305-0002	KMY HOLDINGS LLC	508 HONEYSUCKLE LN	WOODSTOCK
311 Pine Crest Rd	Canton	15-0272-0037	REECE JERRY MICHAEL &	311 PINECREST RD	CANTON
533 Pine Crest Rd	Canton	15-0271-0009	SANTOS BULMARO	533 PINECREST RD	CANTON
105 P Rickman Industrial Dr	Canton	15-0306-0023	BUFU HOLDINGS LLC	105 P RICKMAN INDUSTRIAL DR	CANTON
155 West Mountain Oak St	Canton	15-0304-0029	IH3 PROPERTY GEORGIA L P	1717 MAIN ST	DALLAS
2459 Holly Springs Pkwy	Canton	15-0272-0030	FEDON JOHN	2023 SW 28 AVE	FT LAUDERDALE
500 Pinecrest Way	Canton	15-0271-0020	BARR MATTHEW &	500 PINECREST WY	CANTON
310 Adam Jenkins Memorial Dr	Canton	15-0273-0008	ABF HORIZON LLC	1 BEECH KNOLL DR	CANTON
3036 Holly St	Canton	15-0344-0006	CREVISTON DELMAN	3036 HOLLY ST	CANTON
156 West Mountain Oak St	Canton	15-0304-0025	HOFFMAN VICTORIA L	156 WEST MOUNTAIN OAK STREET	CANTON
111 Mountain Brook Dr	Canton	15-0272-0033	JD REALTY LLC	1050 WHATLEYS MILL LN	GREENSBORO
125 P Rickman Industrial Dr	Canton	15-0271-0017	SAWGRASS PROPERTY GROUP LLC	115 PALM ST	CANTON
2260 Holly Springs Pkwy	Canton	15-0272-0015	ON LINE INC	316 YACHT CLUB LANE	ST SIMONS ISLAND
111 Mountain Brook Dr	Canton	15-0272-0047	BETHESDA COMMUNITY	111 MOUNTAIN BROOK	CANTON
111 P Rickman Industrial Dr	Canton	15-0306-0001	DRAIN BOBBY K & LYSA E	P O BOX 160	HOLLY SPRINGS
230 Mountain Brook Ct	Canton	15-0273-0015	M3 REAL ESTATE HOLDINGS LLC	230 MOUNTAIN BROOK CT	CANTON
103 P Rickman Industrial Dr	Canton	15-0306-0019	PENFIELD NORMAN & LINDA	6017 GOVERNORS WALK DR	CANTON
2507 Holly Springs Pkwy	Canton	15-0305-0003	HONEA CONNIE MARIE	730 MOORE ST	JASPER

213 Cedar Valley Ct	Canton	15-0306-0003	MULLER CHRISTINE B &	213 CEDAR VALLEY CT	CANTON
161 West Mountain Oak St	Canton	15-0304-0005	ELLINGTON STEPHEN R	161 W MOUNTAIN OAK ST	CANTON
110 Childers Academic Cir	Canton	15-0304-0030	CITY OF HOLLY SPRINGS	P O BOX 990	HOLLY SPRINGS
216 Cedar Valley Ct	Canton	15-0306-0004	WATKINS SANDRA LYNN	1575 LOWER BETHANY RD	BALLGROUND
3017 Holly St	Canton	15-0305-0010	STATE OF GEORGIA	30 GREAT VALLEY PARKWAY	WHITE
247 Pine Crest Rd	Canton	15-0272-0035	CSL GEORGIA SYSTEM LLC	10802 EXECUTIVE CENTER DR	LITTLE ROCK
2725 Holly Springs Pkwy	Canton	15-0344-0004	DOWNTOWN DEV AUTH OF	P O BOX 990	HOLLY SPRINGS
123 P Rickman Industrial Dr	Canton	15-0271-0005	JTL PROPERTY LLC	405 COURTYARD TERRACE	WOODSTOCK
2240 Holly Springs Pkwy	Canton	15-0272-0018	HOLLY SPRINGS CENTER LLC	P O BOX 1565	LAWRENCEVILLE
111 Mountain Brook Dr	Canton	15-0272-0048	BETHESDA COMMUNITY	111 MOUNTAIN BROOK	CANTON
2210 Holly Springs Pkwy	Canton	15-0232-0002	KDP2U LLC	59 CREEKSIDE PARK DR	ALPHARETTA



Holly Springs Parkway: Public Information Meeting

Exhibit 3: A list of attendees with contact information

Sign-In Sheet: Holly Springs Parkway Meeting

[illegible]



Holly Springs Parkway: Public Information Meeting

Exhibit 4: Summary of information presented



DOMINIUM

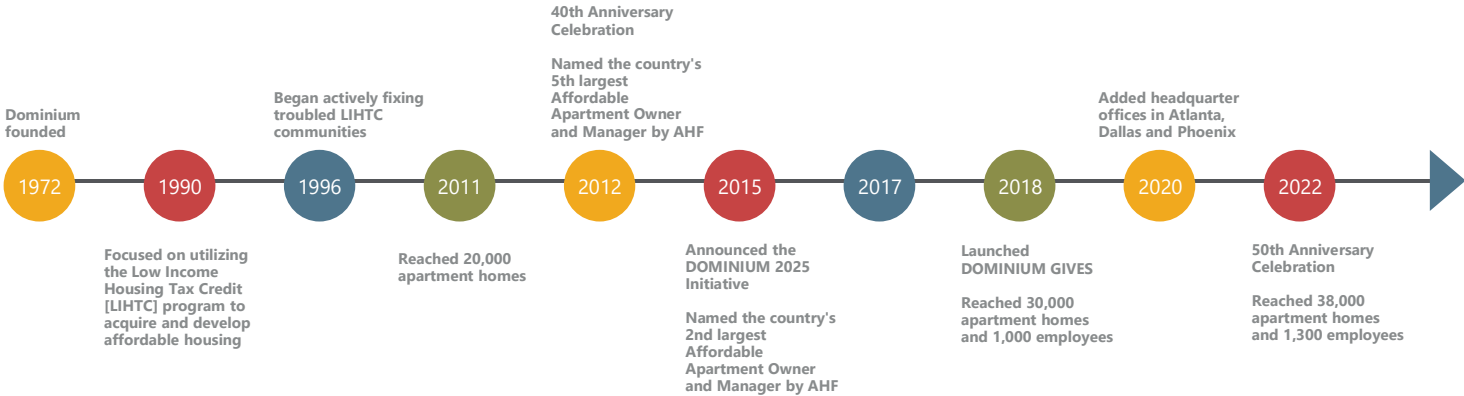
Holly Springs Parkway

Senior Housing
Development

JULY 22, 2024

What we do hits H O M E.

Dominium Today



Dominium in Georgia

8K

Residents
across Georgia

28

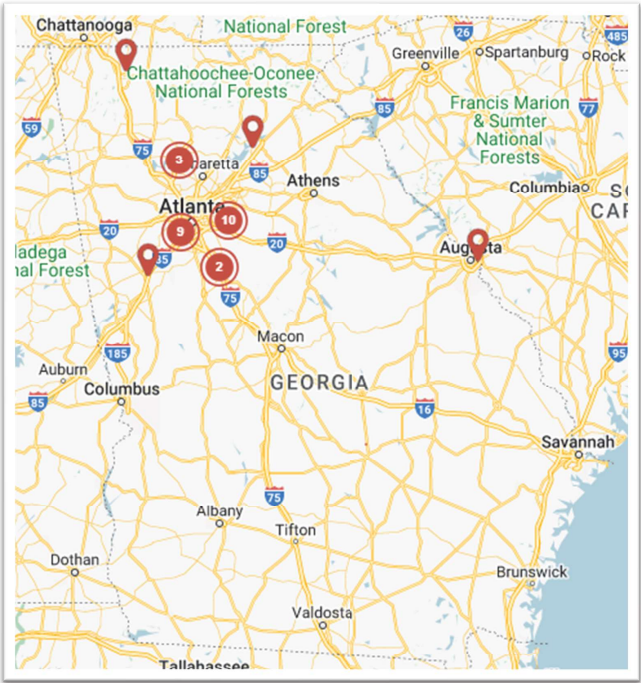
Number of communities
owned and managed

5.8K+

Number of homes owned
and managed

2K+

Future homes in our
pipeline



Our Proposal

- 222 total units
 - One Bedroom: 70
 - Two Bedroom: 132
 - Three Bedroom: 20
- 5-story building
- 10.07 acres
- Entirely affordable senior housing (55+)
- 100% of units at 60% AMI



Rent & Income Qualifications

- 100% of units set aside at 60% of the area median income (AMI)
- Age-restricted to seniors aged 55+
- Majority of residents are seniors on fixed income
- Rents include 100% of utilities

Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area	
Very Low Income (60%)	
	2024 Income Limits
1 person	\$45,180
2 people	\$51,600
3 people	\$58,080
4 people	\$64,500
60% Rents	
	2024 Gross Rents
1 bedroom (1.5)	\$1,209
2 bedrooms (3.0)	\$1,452
3 bedrooms (4.5)	\$1,677

PRESERVE
at Peachtree Shoals
55+ LIVING







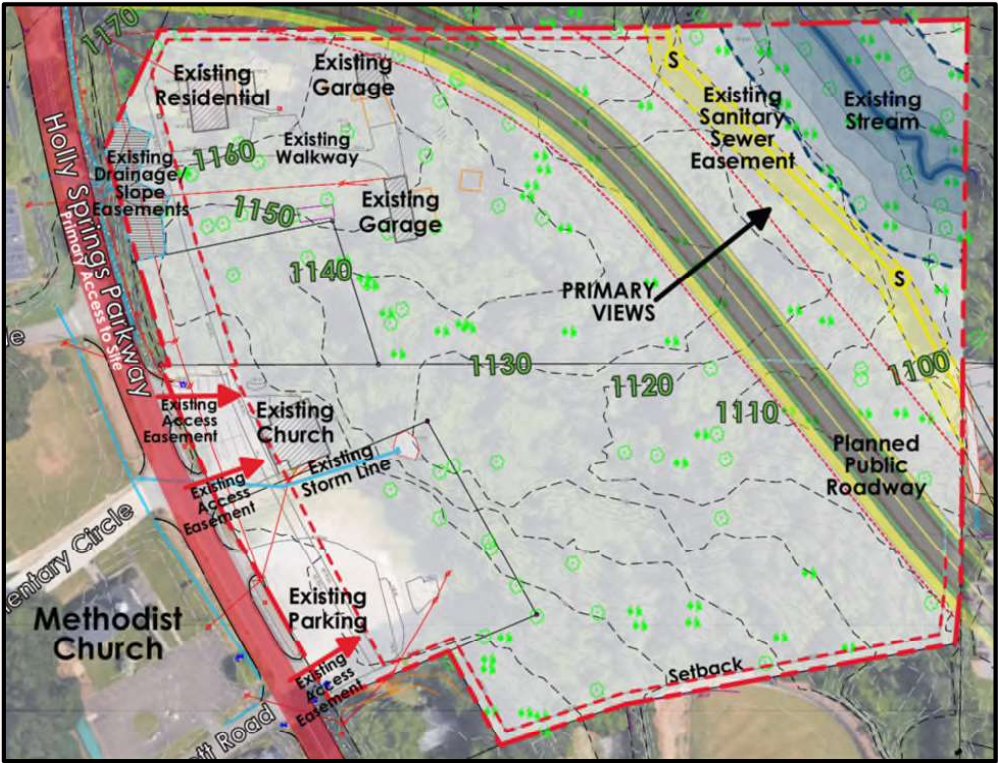
Site Proximity to Town Center

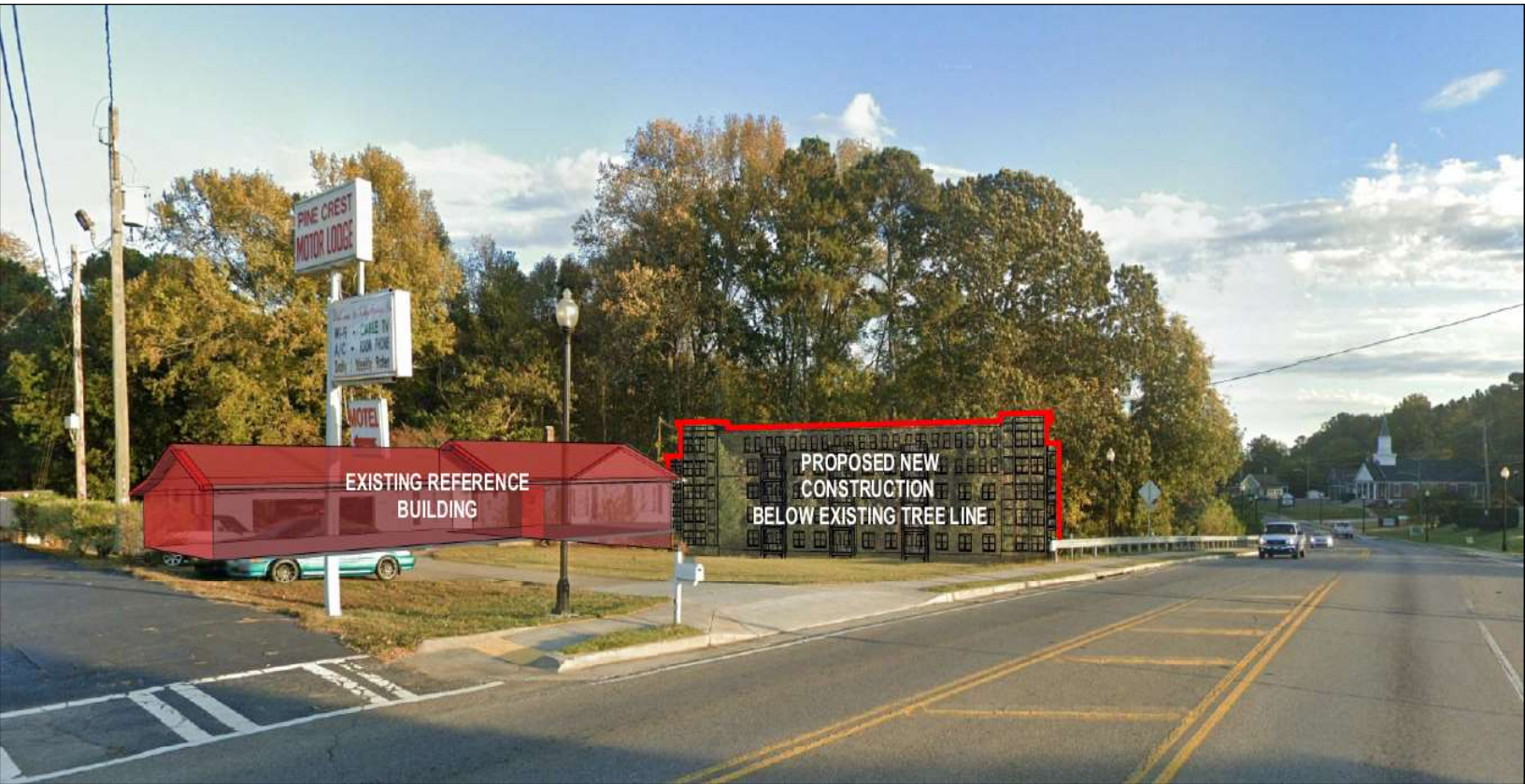


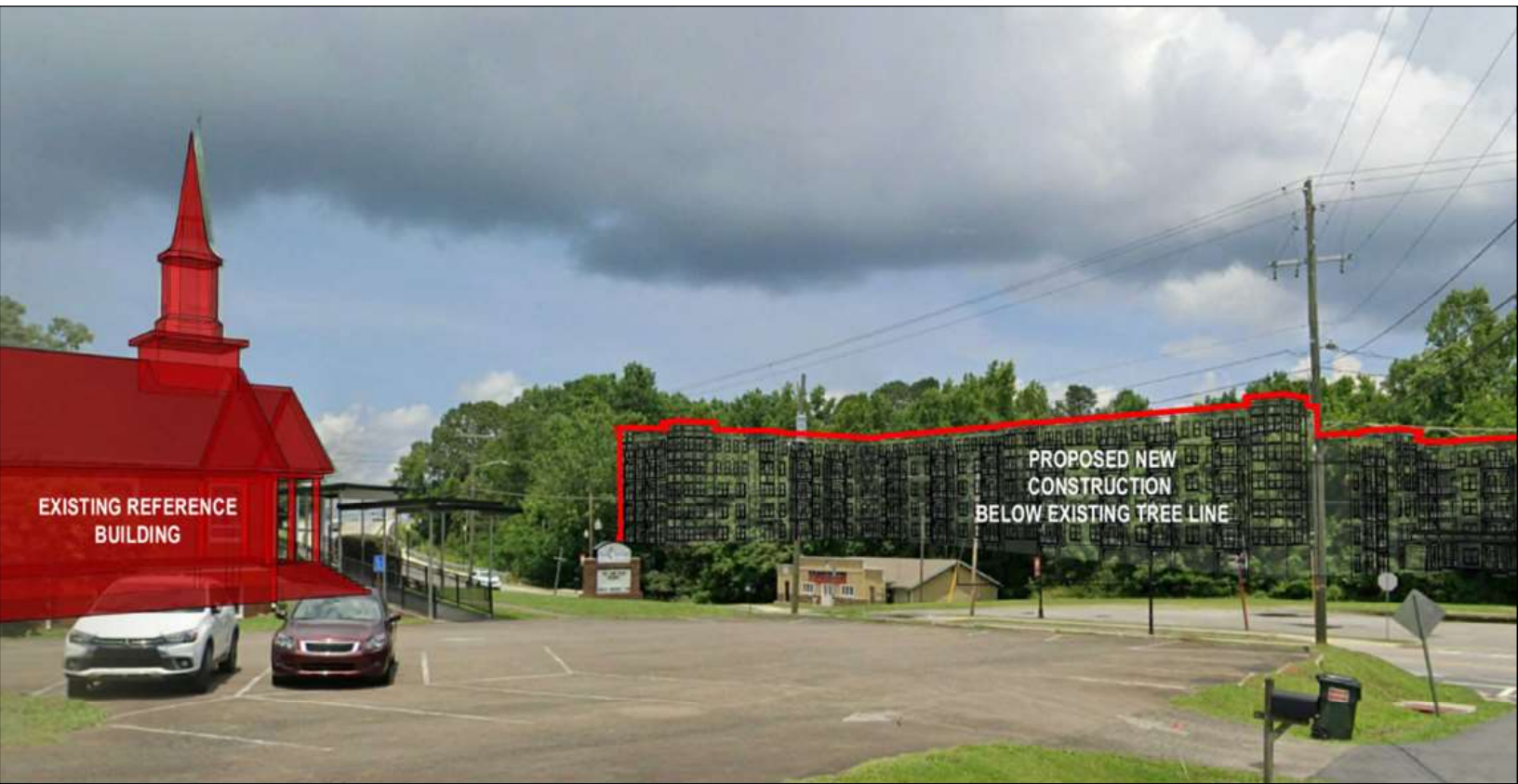
Current Site Plan



Existing Site Conditions





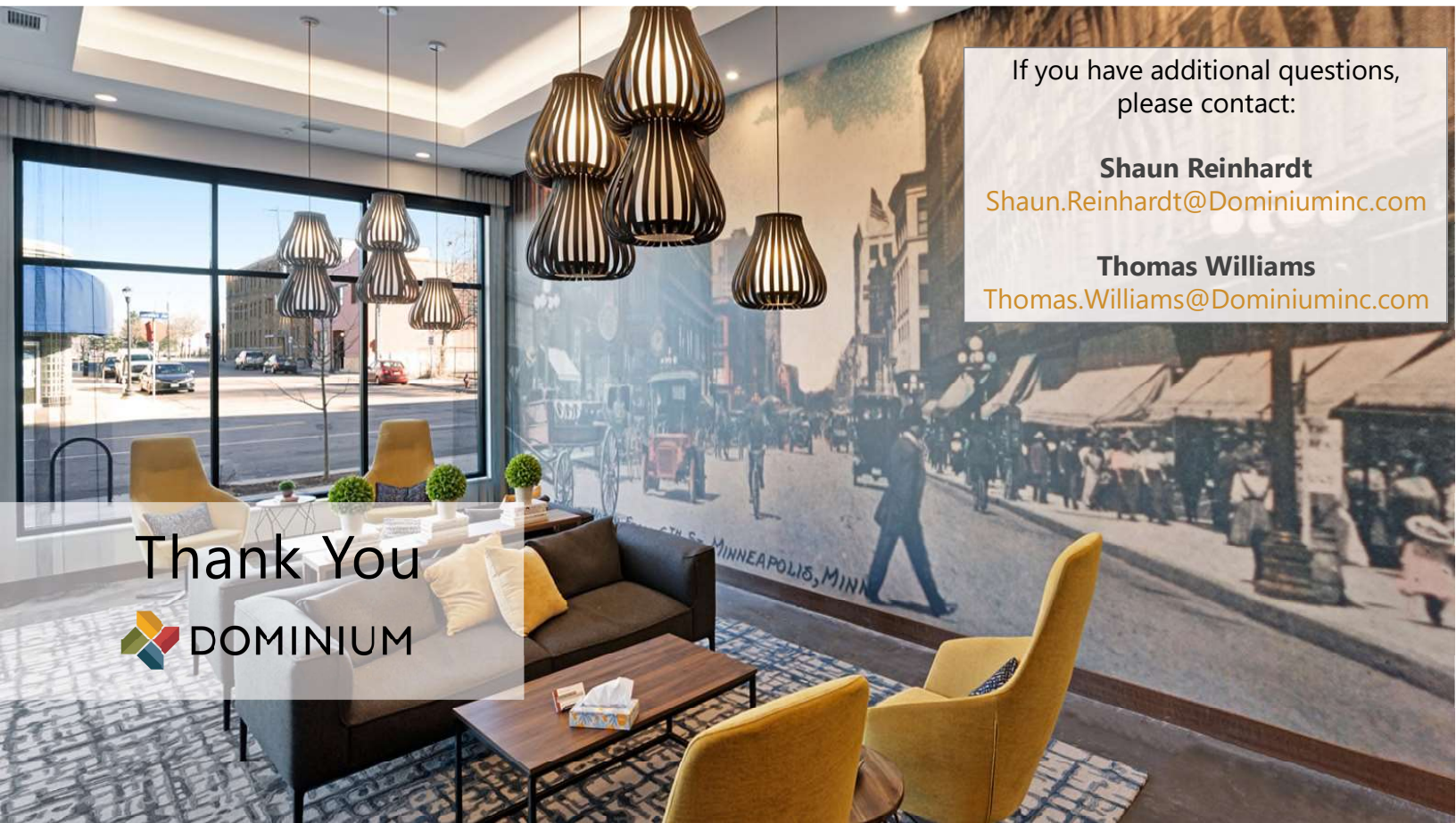




Traffic – Trip Generation Memo



- Analyzed peak hour traffic and daily trips in and out of the community
 - Peak morning volume: 43 trips (15 entering, 28 exiting)
 - Peak evening volume: 55 trips (31 entering and 24 exiting)
- Age-restricted community
- High percentage of trips during off-peak times
- Residents often combine trips, carpool, and use local transportation or shuttle transits



Thank You



If you have additional questions,
please contact:

Shaun Reinhardt

Shaun.Reinhardt@Dominiuminc.com

Thomas Williams

Thomas.Williams@Dominiuminc.com



Holly Springs Parkway: Public Information Meeting

Exhibit 5: Summary of issues stated by the attendees



Summary of Issues Stated by the Attendees

- Building height
- Traffic concerns
- Exterior of building and making sure it fits the overall feel of the area
- Transiency of tenants that are not from the area originally
- All “for rent” units and none are “for sale”



Holly Springs Parkway: Public Information Meeting

Exhibit 6: Public comment sheets

Public Comment Form

2455 Holly Springs Parkway, Holly Springs, GA 30115

Please use this form to write any comments or questions on the proposed development.

Date: 7/22/24

I would like to keep Holly Springs as
is (no updates) small town feel.

NT

Public Comment Form

2455 Holly Springs Parkway, Holly Springs, GA 30115

Please use this form to write any comments or questions on the proposed development.

Date: 7/22/24

DOMINIUM

"Affordable" housing? Income < \$45K

Age restrictions $\Rightarrow$ 55+ $\rightarrow$ Not assit living

Current zoning? Gencan to High Density Residential

5 story building 220 units

15 yrs of ownership w/option for 30 yrs

Who owns Dominion? Publicly Traded?

Tax credit driven

Public Comment Form

2455 Holly Springs Parkway, Holly Springs, GA 30115

Please use this form to write any comments or questions on the proposed development.

Date: 7/22/24

concerns -
traffic impact, ht of buildings, transiency / influx
of ~~all~~ people to community that are less concerned
about community feel, etc.

Public Comment Form

2455 Holly Springs Parkway, Holly Springs, GA 30115

Please use this form to write any comments or questions on the proposed development.

Date: 7/22/24

I think there is going to be too much traffic. We don't want the rezoning.

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 10.07+/- acres, identified as tax parcels 009 (pt), 011, 012 and 013 of tax plat 93N20 of the 15th District of Cherokee County identified in Exhibits A, Location Map, and B, Conceptual Site Plan, from GC, General Commercial to HDMFR, High Density Multi-Family Residential; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Dominion, requesting rezoning in the City of Holly Springs, Georgia, concerning 10.07+/- acres, identified as tax parcels 009 (pt), 011, 012 and 013 of tax plat 93N20 of the 15th District of Cherokee County identified in Exhibits A, Location Map, and B, Conceptual Site Plan, from GC, General Commercial to HDMFR, High Density Multi-Family Residential; 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, 10.07+/- acres, identified as tax parcels 009 (pt), 011, 012 and 013 of tax plat 93N20 of the 15th District of Cherokee County identified in Exhibits A, Location Map, and B, Conceptual Site Plan, is hereby rezoned from GC, General Commercial to HDMFR, High Density Multi-Family Residential; and

Section 2

The approval of this application has the following stipulations attached:

1. The owner/developer shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, common areas, open space areas, amenity areas and the like contained within the community.
2. The owner/developer shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within common areas, open space areas, walking trails, and the like to protect and maintain the quality and integrity of the development.
3. Density shall be limited to a maximum of 22 multi-family residential units per acre, or 222 multi-family residential dwelling units. Multi-family residential development shall consist of one, two, and three-bedroom units. One-bedroom units shall be a minimum of 700 square feet.
4. Multi-family residential is further limited to: (i) development that is consistent with Federal Fair Housing for older persons requirements for residents over 55 years of age and (ii) development that is initially financed through Section 42 of the Tax Code administered by Georgia Department of Community Affairs subjecting the development to both rent and income limitations set by the U.S. Department of Housing and Urban Development (HUD).
5. Owner/developer shall provide a minimum of 267 parking spaces.
6. Signage at the entrance point shall be ground based, monument style. The entrance areas shall be professionally designed, landscaped and maintained. All project signage

will be consistent with the architectural design regulations established for the principal and accessory buildings within the project and shall comply with Article 10, Signs and Outdoor Advertising, Article 19, Design Guidelines for Model Zoning Districts of the Holly Springs Zoning Ordinance, and the Commercial Corridor Design Overlay District.

7. The residential buildings shall be a maximum of four stories on the northern end of the structure and five stories on the southern end of the structure, including parking under the building, with an exterior facade consisting of brick, stone, stacked stone, cedar shake type and/or Hardie-plank and combinations thereof. No vinyl siding shall be permitted. Final architectural design shall be approved by the Town Center Architect and the Downtown Development Authority.
8. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the owner/developer.
9. All units shall have solid surface counter tops, with no Formica countertops allowed. Tile, hardwood, or luxury vinyl plank flooring shall be used in all entry ways, kitchen and bathroom floors.
10. Additional amenities permitted under Section 5.2-5.D of the Holly Springs Zoning Ordinance shall include the following: arts and crafts room, business center with wi-fi, clubroom, furnished fitness room, library, movie theater, and walking trail.
11. Dumpsters and/or trash compactors shall be screened and designed in accordance with the architectural design regulations established by the owner/developer. Dumpster location shall not be placed along the front of the property and shall not be visible from Holly Springs Parkway or Hickory Springs Parkway.
12. Lighting shall be environmentally sensitive, with developer 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.
13. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping.
14. All improvements to Holly Springs Parkway shall be provided as per the determination and recommendation of the City Engineer.
15. Per offer of the developer, any requested easements and/or right-of-way for the future construction of Hickory Springs Parkway shall be dedicated to the City. An entrance from Hickory Springs Parkway onto the site shall be designed and constructed.

Section 3

This ordinance shall become effective September 23, 2024, 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 23rd day of September, 2024, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Exhibit A

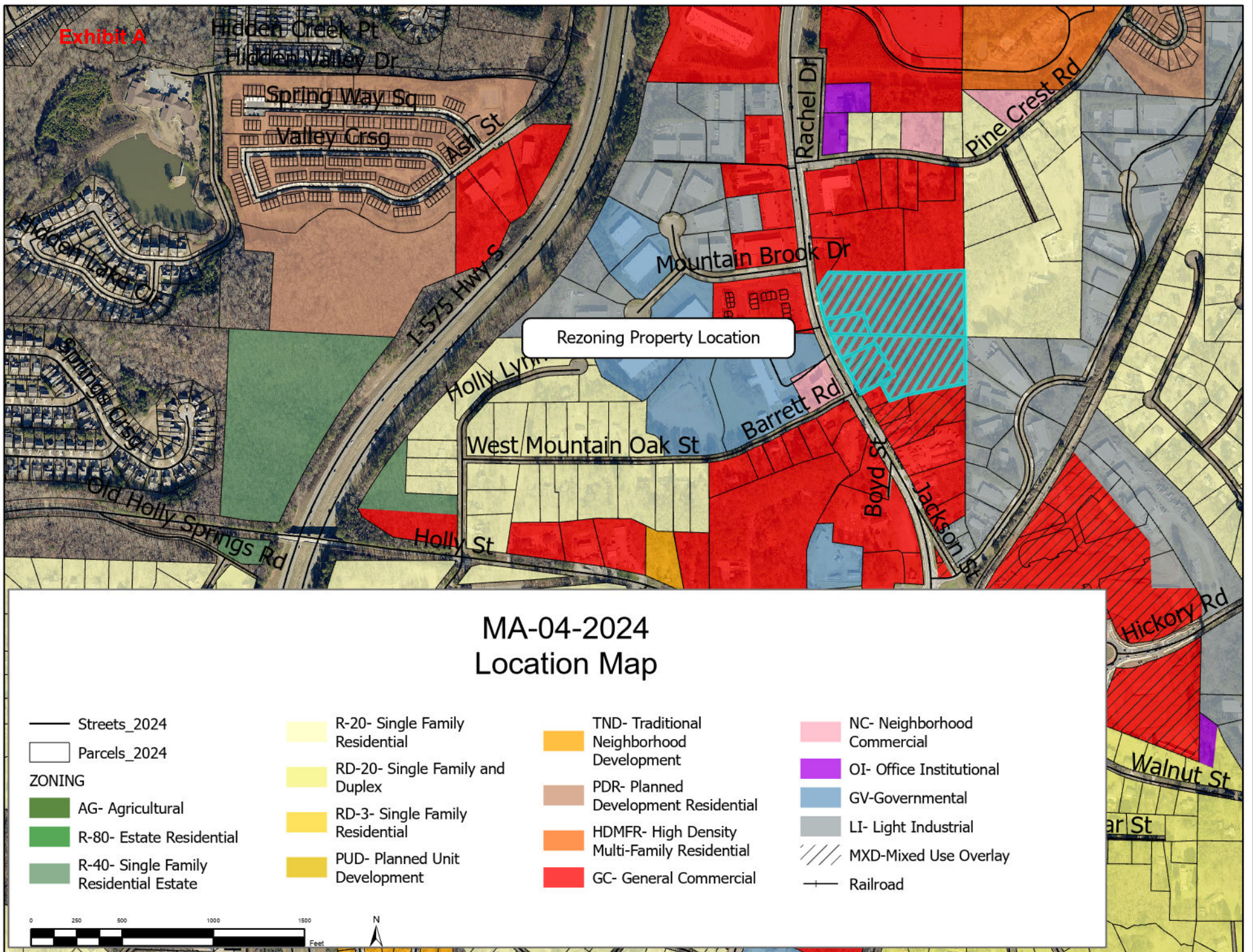
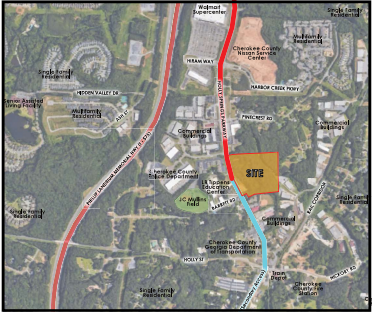


Exhibit B



1 PROPOSED SITE PLAN
A1-0 Scale: 1" = 40'-0"

SITE LOCATION REFERENCE MAP

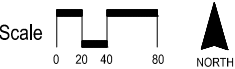


Holly Springs Parkway
Holly Springs, Georgia
09-13-2024

4/5 Story Senior Site Data

Build to Rent Unit Mix	No.	%
1 Bedroom	79	35.9
2 Bedroom	123	55.9
3 Bedroom	18	8.2
Totals	220	

Parking	No.	per/unit
(GAP) Required	220	1.0
(ZONING) Required	267	1.21
Provided Surface	191	
Garage	27,445 gal	76
Total	267	1.21



ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 23, 2024

AGENDA ITEM: Bond Release for Performance Bond #1001028361 for Edgewater Subdivision, Phase 5.

EXECUTIVE SUMMARY:

The following bond has been requested for release:

Subdivision/Development	Bond/Agreement Type	Number	Amount
Edgewater, Phase 5	Performance-Stormwater	1001028361	\$433,824.00

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is to approve the release of the bonds.

CONCURRENCES:

City Engineer

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: September 23, 2024

AGENDA ITEM: Time extension request for an additional 90 days, dated September 13, 2024, from Crown Retail Services, Inc. DBA Crown Service Contractors for the Holly Springs Town Center Parking Deck Electrical Project, RFB # 2024-06.

EXECUTIVE SUMMARY:

Time extension request for an additional 90 days, dated September 13, 2024, from Crown Retail Services, Inc. DBA Crown Service Contractors for the Holly Springs Town Center Parking Deck Electrical Project, RFB # 2024-06.

FISCAL IMPACT:

ATTACHMENTS:

1. Crown Service Contractors Time Extension Request
2. Crown Service Contractors Letter

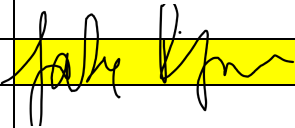
RECOMMENDATION:

The staff recommendation is approval of the time extension request for an additional 90 days, dated September 13, 2024, from Crown Retail Services, Inc. DBA Crown Service Contractors for the Holly Springs Town Center Parking Deck Electrical Project, RFB # 2024-06.

CONCURRENCES:

City Manager



Submittal Approved by	Jake Rizner
Date	9.13.2024
Signature	
Comments	Request for time frame to be extended 90 days to a total of 180 days from NTP



3681 Tanners Mill Circle
Gainesville, Ga 30507

Hi Karen

Thank you for meeting with our team today to plan steps to move forward on the electrical scope for the new City Center parking deck. I was excited to see the master plans for the area and hope it proves a boom for the City.

I ask that based on some of the conversation today that you and the Council would look favorably on our request to extend the completion to 180 days from NTP. Crown is confident that we can procure the materials and install them within that period. Also we did discuss certain conditions that would preclude us from completion, i.e.. Ga Power delays, elevator installation, etc. We will revisit this matter if conditions outside of our control are causing any further delays.

We look forward to working with Holly Springs on this project as well as others.

Thank you,

A handwritten signature in blue ink, appearing to read "K. Keating", with a long horizontal stroke extending to the right.

Ken Keating
General Manager

ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: September 23, 2024

AGENDA ITEM: Amend the Professional AE Support Services Agreement for CD's for Permit & Bidding City Hall at Holly Springs Town Center, Georgia between the CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C. (P.C) dba CPL and the City of Holly Springs, Georgia to add Professional AE Support Services – Adding CPL Structural Engineering to Scope City Hall at Holly Springs Town Center, Georgia in an amount not to exceed \$90,000.

EXECUTIVE SUMMARY:

This amendment would be for the purpose of completing structural design and construction documents, usable for the permitting, bidding, and construction of the above referenced project.

GENERAL SCOPE

1. CPL will coordinate and integrate the Structural Engineering design and drawings into the current CD scope of work.
2. CPL will coordinate, through the City, with the original engineers of record, as required, to complete the Scope of Structural Engineering Services. This proposal assumes that the original engineers of record will cooperate with the City to coordinate as required to allow CPL to complete the work.
3. CPL will administer and manage the deliverables indicated below.
4. CPL will review the existing documents provided by the City, to familiarize the Structural Engineer of Record with the project as required to complete the work.

FISCAL IMPACT:

\$90,000

ATTACHMENTS:

1. CPL 240913_Holly Springs City Hall - Add Serv for Structural Engineering

RECOMMENDATION:

The staff recommendation is approval of the amendment.

CONCURRENCES:

City Manager



September 13, 2024

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs, P.O. Box 990
Holly Springs, GA 30142

Via Email: rlogan@hollyspringsga.us
770-721-7501 o | 770-825-3494 c

Re: Professional AE Support Services – Adding CPL Structural Engineering to Scope
City Hall at Holly Springs Town Center, Georgia

Dear Rob,

On behalf of the design professionals of CPL Architecture, Engineering, and Planning, please accept our proposal to add structural engineering professional services to CPL's current CD scope of work, to support the delivery of the new City Hall at Holly Springs Town Center.

SCOPE OF STRUCTURAL ENGINEERING SERVICES

CPL will work directly with Mr. Rob Logan, City Manager, City of Holly Springs (Client) for the purpose of completing structural design and construction documents, usable for the permitting, bidding, and construction of the above referenced project. Specific scope of Structural Engineering Services shall be as follows:

GENERAL SCOPE

1. CPL will coordinate and integrate the Structural Engineering design and drawings into the current CD scope of work.
2. CPL will coordinate, through the Client, with the original engineers of record, as required, to complete the Scope of Structural Engineering Services. This proposal assumes that the original engineers of record will cooperate with the Client to coordinate as required to allow CPL to complete the Work.
3. CPL will administer and manage the deliverables indicated below.
4. CPL will review the existing documents provided by the Client, to familiarize the Structural Engineer of Record with the project as required to complete the Work.

STRUCTURAL ANALYSIS PHASE

1. Review the original structural design to determine if the general design methodology, type of construction, and building materials, meet current Building Codes and are appropriate for consideration within the final design; correct any deficiencies as required in the CPL structural design.



2. Review and coordinate the structural changes necessary to incorporate the current architectural floor plans and Code corrections made to the original design.
3. Analyze structural options and structurally engineer an appropriate design that meets current Building Codes, including Georgia Amendments. Where feasibly possible, provide a structural design that is efficient and cost effective.

CONSTRUCTION DOCUMENTS PHASE

1. Complete the engineering and details for the structural design.
2. Coordinate structural design, plans, and details, with the architectural & interior scope of work, and with the MEP engineers of record.
3. Prepare Structural Construction Documents for permitting & bidding that include the following:
 - a. Structural Notes & Schedules.
 - b. Foundation & Slab Plan.
 - c. Structural Floor Plans.
 - d. Roof Framing Plan.
 - e. Structural Column Schedule & Details.
 - f. Structural Sections & Details.
 - g. Structural Typical Sections & Details.
 - h. Specifications.
4. Submit Structural Documents integrated and combined with CD Documents to the Client for review and approval.

PERMITTING/BIDDING

1. Address permit review comments and revise and resubmit within CD Documents, if required, to facilitate the approval of a Building Permit.
2. Assist the Architect during bidding as follows:
 - a. Respond to bidder's request for information.
 - b. Assist in preparation of addenda if required.

SCHEDULE

The anticipated scope duration is indicated below, which is consistent with the effort anticipated to provide a quality work product. CPL will proceed upon receipt of a signed CPL Proposal.

Proposed Structural Design Schedule:

<u>PHASE</u>	<u>PHASE START FINISH DATES</u>	<u>DURATION</u>
NOTICE TO PROCEED	9/30/2024 9/30/2024	n/a
STRUCTURAL ANALYSIS PHASE	9/30/2024 10/25/2024	4 weeks
CONSTRUCTION DOCUMENT PHASE	10/25/2024 12/9/2024	6 weeks
PERMITTING / BIDDING	TBD / TBD	



COMPENSATION

Compensation for the Scope of Basic Services shall be as follows:

STRUCTURAL ANALYSIS PHASE	\$40,000
CONSTRUCTION DOCUMENT PHASE	\$45,500
PERMITTING / BIDDING	\$ 4,500

TERMS AND CONDITIONS

These additional services shall be administered in accordance with the approved Professional AE Support Services for CD's for Permit & Bidding Proposal, dated January 11, 2024.

This document constitutes the agreement in respect to the services offered and may only be modified in writing signed by both parties. If this agreement satisfactorily sets forth your understanding of the arrangement, please sign one (1) copy in the space provided below and return it for our records and our Notice to Proceed. This agreement will be open for acceptance for thirty (30) days from the date of the letter.

Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,

The CPL Team

Kevin McOmber, PE
Executive Vice President

Client Approval

Authorized Signature

Printed Name, Title, Date

cc: Karen Norred, CofHSprings
Tim Pulver, CPL
Larry Werts, CPL
File

Attest

(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: September 23, 2024

AGENDA ITEM: Intergovernmental Agreement for Old Hwy 5/Main Street/Holly Springs Parkway Concept Planning Ridgewalk Parkway to East Cherokee Drive among Cherokee County, Georgia, the City of Holly Springs, Georgia, and the City of Woodstock, Georgia, in an amount not to exceed \$19,718.33.

EXECUTIVE SUMMARY:

This agreement would permit Keck & Wood to conduct a study for future road enhancements aimed at improving traffic flow and safety along Old Hwy 5/Main Street/Holly Springs Parkway, from Ridgewalk Parkway to East Cherokee Drive. The scope of work includes:

1. Conducting traffic counts.
2. Preparing a Traffic Engineering Report.
3. Developing up to three concept-level alternatives for potential improvement.

FISCAL IMPACT:

\$19,718.33 - SPLOST

ATTACHMENTS:

1. IGA - Old Hwy 5 - COHS and COW - final
2. Keck&Wood - Main St - Proposal (2024-8-26)

RECOMMENDATION:

The staff recommendation is approval of the Intergovernmental Agreement.

CONCURRENCES:

City Manager

**INTERGOVERNMENTAL AGREEMENT FOR
OLD HWY 5/MAIN STREET/HOLLY SPRINGS PARKWAY CONCEPT PLANNING
RIDGEWALK PARKWAY TO EAST CHEROKEE DRIVE**

This INTERGOVERNMENTAL AGREEMENT FOR OLD HWY 5/MAIN STREET/HOLLY SPRINGS PARKWAY CONCEPT PLANNING – RIDGEWALK PARKWAY TO EAST CHEROKEE DRIVE (hereinafter “Agreement”) is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter “County”), the CITY OF HOLLY SPRINGS, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of Holly Springs, Georgia (hereinafter “Holly Springs”), and the CITY OF WOODSTOCK GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of Woodstock, Georgia (hereinafter “Woodstock”), (with each entity collectively being referred as “the Parties”). The effective date of this Agreement shall be _____, _____, 2024.

WITNESSETH:

WHEREAS, the Parties desire to collaborate and work in conjunction to complete concept level planning for future roadway improvements to Old Hwy 5/Main Street/Holly Springs Parkway, between Ridgewalk Parkway and East Cherokee Drive, to include a Traffic engineering Report and up to three (3) concept level alternates for the corridor; and

WHEREAS, the corridor includes unincorporated areas of the County, and is maintained by both the City of Holly Springs and the City of Woodstock; and

WHEREAS, the Parties seek to devise transportation improvements that will enhance the viability of the corridor, with the overall goal of improving traffic flow and safety through and along the corridor; and

WHEREAS, to achieve said results and to further the stated goals, the Parties desire to retain the services of a qualified firm, Keck & Wood (hereinafter “Consultant”) to assist with conducting traffic counts, preparing a Traffic Engineering Report of findings, and developing

concept layouts of potential improvement alternatives for the corridor (hereinafter, “Project”), fully described and identified in the attached Fee Proposal, labeled as Exhibit A; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Joint Responsibilities of the Parties. The Parties agree to communicate, coordinate, and work in conjunction to assist the Consultant develop an improvement plan for the Project. Specifically, each identified Party to this Agreement shall have a member(s) of its organization identified that will be available to participate throughout the process. Any meetings conducted by the project team may be in person or by electronic means. Each Party shall contribute a pro-rata financial contribution in order to pay for such services, with said financial contribution for each Party being identified in the foregoing Sections of this Agreement.
2. Responsibilities of Cherokee County. County agrees to contract and manage the Consultant. The party plans to utilize the services of Consultant who recently completed the Old Highway 5 Corridor Study. The Consultant will use the basic information developed in the original corridor study to further refine and supplement the information to be used to develop the concept level alternates for the corridor. County agrees to be responsible for the total cost of the traffic counts; \$13,275.00 and one-third of the of the total cost of the Traffic Engineering Report and the Concept Layouts; \$19,718.33; total responsibility \$32,993.33.
3. Responsibilities of the City of Holly Springs. Holly Springs agrees to provide a Holly Springs staff member(s) designated by the City Manager who is versed and familiar with the project corridor that will be available to participate throughout the process. Holly Springs agrees to be responsible for one-third of the of the total cost of the Traffic Engineering Report and the Concept Layouts; \$19,718.33.

4. Responsibilities of the City of Woodstock. Woodstock agrees to provide a Woodstock staff member(s) designated by the City Manager who is versed and familiar with the project corridor that will be available to participate throughout the process. Woodstock agrees to be responsible for one-third of the of the total cost of the Traffic Engineering Report and the Concept Layouts; \$19,718.33.
5. Payment. Payments required for the completion of the Project are due to Cherokee County with the delivery of the final deliverables from the Consultant.
6. Term and Termination. This Agreement shall have an effective date as of the date of the latest signature contained on the last page of this Agreement. The initial term of this Agreement shall be for two (2) years, or until all tasks identified in this Agreement are completed by the Parties, whichever shall occur first.
7. Indemnification. Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Parties from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.
8. Default. Failure by any Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party(s) to declare an immediate default and/or immediately terminate this Agreement. Should any Party file suit, commence any other legal or equitable proceeding against another for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party(s) shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.
9. Waiver. One Party's waiver of another Party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term, or condition or any subsequent breach of the same or any other provision

contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this Agreement.

10. Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. The Parties affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.
11. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.
12. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Parties.
13. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
14. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

For Holly Springs:

City of Holly Springs, Georgia
ATTN: City Manager
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

For Woodstock:

City of Woodstock, Georgia
ATTN: City Manager
12453 Highway 92
Woodstock, Georgia 30188

15. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of an entity to exercise any governmental and legislative functions it may have.
16. Execution Powers. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Parties that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by any required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.
17. Force Majeure. Neither Party(s) shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the another Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the other Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other

natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

18. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Cherokee County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party who prepared the same.
19. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners this ____ day of _____, 2024.

Signed On Behalf of Cherokee County, Georgia:

By: _____
HARRY B. JOHNSTON, Chairman Date _____

Attest: _____
CHRISTY BLACK, County Clerk Date _____

APPROVED by the City Council of Holly Springs this ____ day of _____, 2024.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____
STEVEN W. MILLER, Mayor Date _____

Attest: _____
KAREN NORRED, City Clerk Date _____

APPROVED by the City Council of Woodstock this ____ day of _____, 2024.

Signed On Behalf of City of Woodstock, Georgia:

By: _____
MICHAEL CALDWELL, Mayor Date _____

Attest: _____
ROBYN ADAMS, City Clerk Date _____

EXHIBIT “A”

(Insert Fee Proposal from Keck & Wood dated August 26, 2024 for
Professional Engineering Services - Main St between Ridgewalk Parkway and E Cherokee Dr)

August 26, 2024

Geoff Morton
County Manager
Cherokee County

Sent via email: gmorton@cherokeega.com

Re: Fee Proposal – Professional Engineering Services
Professional Engineering Services for Main St between Ridgewalk Parkway and E Cherokee Drive

Dear Mr. Morton,

Please see the proposal for Keck & Wood, Inc. (The “Engineer”) to provide professional engineering services to study Main Street between Ridgewalk Parkway and E Cherokee Drive. Keck & Wood (K&W) appreciates this opportunity to provide you with a proposal for this project.

Scope of Services

The Engineer will provide the following scope of services:

Traffic Counts:

K&W will obtain the necessary traffic counts to complete the Traffic Study. These traffic counts will include:

- 16-Hour TMCs:
 - Main Street at Johnston Farm Lane
 - Main Street at Brooke Boulevard
 - Main Street at Bell Parkway
 - Main Street at South Cherokee Recreation Facility
- 48-Hour Bi-Directional Classification Tube Counts:
 - Main Street just north of Johnson Farm Lane (to match GDOT Count Station 057-0010)

Assumptions:

- It is assumed that all of the above TMCs need to be counted twice – once during a normal weekday (Tuesday, Wednesday, or Thursday) when school is in session, and once on the weekend when ballgames and other recreational events typically occur.
- 16-Hour TMCs are proposed to capture both standard weekday and weekend traffic as well as traffic that occurs at the recreation facilities after standard work times (the time period we are proposing to count will be from 6:00am to 10:00pm)
- The 48-Hour Bi-Directional Classification Tube Count should encompass both a standard weekday (Tuesday, Wednesday, or Thursday) when school is in session, and a weekend when ballgames and other recreational events are ongoing.

Traffic Engineering Report:

K&W will evaluate the existing and future roadway and intersection conditions within the study area. This work will include:

- Completing one (1) site visit to look at existing field conditions and to take pictures of the study area
- Compiling information from the previously completed Old Highway 5 Traffic Study
 - Information to be reused will include:
 - Growth Rate
 - Previously collected traffic counts, including the TMCs collected at Ridgewalk Parkway and E Cherokee Drive
- Growing previously collected traffic counts to match Existing Year 2024

- Updating previously completed traffic simulation files for grown traffic volumes to Existing Year 2024
- Including new intersection locations in the traffic simulation files
- Growing the Traffic Counts as needed to Opening Year 2029
- Growing the Traffic Counts as needed to Design Year 2049
- Evaluating intersection operations for the following scenarios: Existing Year 2024, Opening Year 2029 – No Build, Opening Year 2029 – Build, Design Year 2049 – No Build, Design Year 2049 – Build
- Analyzing Traffic Operations for the AM and PM Peak for all scenarios listed above for a standard weekday
- Analyzing Traffic Operations for the AM and PM Peak for all scenarios listed above for a standard weekend
- Pulling crashes for the last 5 years (2019 to 2023)
- Analyzing crash trends from the last 5 years of data
- Developing crash diagrams for the six (6) proposed study intersections
- Evaluating the need for intersection improvements
- Evaluating the need for road segment improvements (i.e.: lane assignments, widening, etc.)
- Identifying potential alternatives based on analysis data obtained
- Identifying conflicts and impacts within the study area (i.e.: utilities, right-of-way, etc.)
- Identifying potential alternatives related to the bridge in conjunction with road segment improvements
- Incorporating costs associated with potential alternatives (see the “Concept Layouts” phase for the work associated with cost estimates)
- Developing benefit-cost ratios for the various alternatives
- Compiling Findings into a Traffic Engineering Report

Assumptions:

- GDOT will not be involved with this project. Therefore, no GDOT Intersection Control Evaluation (ICE) will be needed for this project.
- If additional intersections are added to the scope of the study, an add service will be needed.
- Intersections to be studied:
 1. Main Street at Ridgewalk Parkway
 2. Main Street at Johnston Farm Lane
 3. Main Street at Brooke Boulevard
 4. Main Street at Bell Parkway
 5. Main Street at South Cherokee Recreation Facility
 6. Main Street at E Cherokee Drive
- The traffic simulations will be run using Synchro Version 11 or newer. SimTraffic will also be used to model roadway segment analysis.

Concept Layouts:

K&W will develop concept layouts of the potential alternatives for the study area. This work will include:

- Pulling data from County GIS including:
 - Aerial photography
 - Property data and existing right-of-way
 - Underground utilities
 - Above ground utilities reviewed via aerial imagery
- Researching the location of Army Corp of Engineer property
 - This will include deed and plat research
- Developing concept layouts for up to three (3) alternatives

- Developing cost estimates for up to three (3) alternatives – cost estimates will include:
 - Construction cost
 - Right-of-Way cost
 - Utility cost

Exclusions/Assumptions:

- Services or tasks not specifically outlined above will be excluded
- There will be no public involvement or stakeholder meetings
- There will be no environmental reviews or costs generated as part of this phase of the project
- The right-of-way and utility cost estimates will be completed with best available data and cost assumptions

Schedule

Traffic Counts:

The Traffic Counts will be collected within two (2) weeks of receiving notice-to-proceed (NTP).

Traffic Engineering Report:

The first submittal of the Traffic Engineering Report will be submitted to Cherokee County approximately six (6) weeks after receiving all necessary traffic counts and NTP from the County on this phase of the project. Subsequent resubmittals will be provided in a timely manner based on the comments received and coordination with all necessary stakeholders.

Concept Layouts:

The Concept Layouts will be completed two (2) weeks after receiving NTP that the identified alternatives have been approved by Cherokee County. Subsequent resubmittals will be provided in a timely manner based on the comments received and coordination with all necessary stakeholders.

Compensation

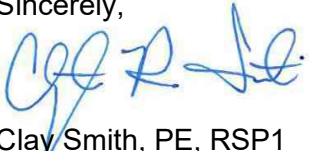
Compensation for work performed shall be according to the fees noted. Once per month during the existence of this contract, the Engineer shall submit to Cherokee County an invoice for payment based on percent complete of the work performed for the Project through the invoice period. Should additional services be necessary, we will notify Cherokee County in advance. Our proposed fees are as follows:

Traffic Counts.....	\$13,275 Lump Sum
Traffic Engineering Report.....	\$34,050 Lump Sum
Concept Layouts.....	\$25,105 Lump Sum
Grand Total = \$72,430 Lump Sum	

Any services outside those outlined in this proposal can be performed by Keck & Wood either by a separate proposal or on an hourly basis with compensation as per the attached 2024 Hourly Rates Sheet.

If you have any questions or would like additional information, don't hesitate to contact me at 678-617-5821. We appreciate the opportunity to work with you on this project!

Sincerely,



Clay Smith, PE, RSP1
Vice President

ACCEPTED by Cherokee County

This _____ day of _____, 2024.

By: _____

Title: _____

Attachments:

Terms and Conditions

Keck & Wood 2024 Hourly Rates

TERMS AND CONDITIONS OF SERVICE

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **WARRANTY: CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treator or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superseded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



Standard Hourly Bill Rates

As of 1/1/2024

Leadership	
Project Principal	\$255.00
Engineering	
Senior Engineer II	\$230.00
Senior Engineer I	\$210.00
Engineer II	\$185.00
Engineer I	\$165.00
Staff Professional II	\$150.00
Staff Professional I	\$135.00
Landscape Architecture	
Senior Landscape Architect II	\$205.00
Senior Landscape Architect I	\$185.00
Landscape Architect II	\$170.00
Landscape Architect I	\$155.00
Landscape Professional II	\$145.00
Landscape Professional I	\$130.00
Planning	
Senior Planner II	\$205.00
Senior Planner I	\$185.00
Planner II	\$170.00
Planner I	\$155.00
Planning Professional II	\$145.00
Planning Professional I	\$130.00
Support Staff	
Technician Manager	\$160.00
Senior Field Technician	\$140.00
Field Technician	\$115.00
Construction Observer	\$100.00
GIS Technician	\$95.00
CAD Technician	\$85.00
Staff Designer II	\$85.00
Staff Designer I	\$75.00

Land Survey	
Registered Land Surveyor	\$165.00
2 Person Survey Crew	\$165.00
1 Person Survey Crew	\$115.00
Survey Technician II	\$110.00
Survey Technician I	\$90.00
2 Person Mapping Crew	\$140.00
1 Person Mapping Crew	\$80.00
Administrative	
Clerical/Administrative Staff II	\$100.00
Clerical/Administrative Staff I	\$90.00
IT Specialist	\$150.00
Office Financial Manager	\$120.00
Controller	\$200.00
Human Resources	\$200.00
Marketing Director	\$200.00
Proposal Manager	\$120.00

Listed Rates Are Valid Through December 31, 2024.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: September 23, 2024

AGENDA ITEM: Master Service Agreement between the City of Holly Springs and Oasis Consulting Services for construction material testing and inspection services for the Holly Springs Pkwy @ Fox Creek Dr Intersection Improvement & Sidewalk Project, RFB # 2024-03, in an amount not to exceed \$8,000.

EXECUTIVE SUMMARY:

This agreement provides for construction material testing and inspection services for the Holly Springs Pkwy @ Fox Creek Dr Intersection Improvement & Sidewalk Project, RFB # 2024-03.

FISCAL IMPACT:

BM&K estimates the cost to be between \$6,000 and \$8,000 for this project.

ATTACHMENTS:

1. Master Service Agreement Oasis - Material Testing

RECOMMENDATION:

The staff recommendation is approval of the agreement.

CONCURRENCES:

City Manager



MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT (MSA)** is between City of Holly Springs (Client) including its subsidiaries and affiliates and Oasis Consulting Services (Consultant) for services to be provided on the project(s) referenced immediately below and/or described in the individual proposals or task orders whose sections are incorporated into this MSA.

Project: Holly Springs Pkwy @ Fox Creek Improvement and Sidewalk Project

Dated: 9-12-24

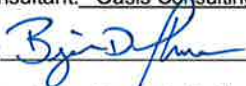
1. **Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual proposal or task order. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of Services.
2. **Acceptance/Termination.** Client agrees that execution of this MSA is a material element of the consideration Consultant requires to execute the Services. If Services are initiated by Consultant prior to execution of this MSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this MSA. Additional terms and conditions may be added or changed only by written amendment to this MSA signed by both parties. In the event Client uses a purchase order or other form to administer this MSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This MSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this MSA or the Services upon seven (7) days written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests and Consultant agrees, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual proposal, task order (which sections are incorporated into this MSA) or per the Fee Schedule attached to this MSA. If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including reasonable attorney fees. Consultant may suspend Services for lack of timely payment upon seven (7) days written notice until Client pays all outstanding fees and costs, including suspension charges. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. **Third Party Reliance.** This MSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client. However, Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS MSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT IS LIMITED TO THE GREATER OF \$50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS MSA. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their respective negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this MSA. Causes of action arising out of Consultant's services or this MSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ/\$1,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim/\$2,000,000 agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** This MSA shall be governed by and construed according to Georgia law, without regard to any choice of law provisions. The Parties agree that exclusive jurisdiction and venue for any claims or suits arising from, by or between the Parties relating to this Agreement or the Project shall be the State or Superior Court of Fulton County, Georgia.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services. However, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk.

Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant shall be entitled to rely on said information provided by client.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Oasis Consulting Services

By:  Date: 9/12/2024

Name/Title: Benjamin D. Thomason, Engineering Director

Address: 45 Woodstock Street

City: Roswell State and Zip: GA 30075

Office Phone: 678-739-2400 Cell: 404-597-4844

Email: bthomason@oasis-cs.com

Client: _____

By: _____ Date: _____

Name/Title: _____

Address: _____

City: _____ State and Zip: _____

Office Phone: _____ Cell: _____

Email: _____

Invoice Contact: _____



CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

Unit Rate Schedule

I. ENGINEERING AND TECHNICIAN SERVICES

A. Geotechnical Director	\$195.00
B. Principal Engineer P.E., per hour	\$185.00
C. Senior Registered Engineer/Geologist, per hour	\$165.00
D. Senior Project Manager, per hour	\$145.00
E. Project Manager, per hour	\$135.00
F. Project Engineer, per hour	\$110.00
G. Senior Staff Engineer, per hour	\$105.00
H. Staff Engineer II, per hour	\$95.00
I. Staff Engineer I, per hour	\$90.00
J. Structural Steel Inspector –CWI/ICC per hour*	\$100.00
K. Structural Steel Inspector – NDT, per hour*	\$115.00
L. Senior Engineering Aide, per hour	\$100.00
M. Engineering Aide, per hour*	\$90.00
N. Engineering Technician II, per hour*	\$75.00
O. Engineering Technician I, per hour*	\$70.00
P. Project Assistant, per hour*	\$65.00
Q. Admin Assistant, per hour*	\$60.00
R. Mileage, per mile	\$0.75

* Overtime rate is 1.5 times standard rate, includes Holiday, Weekend, outside the hours of 7:00 am to 5:00 pm, and over 8 hours/day.



II. LABORATORY TESTING SERVICES

SOIL

A.	Standard Proctor Compaction Test (ASTM D 698)	
	Method A & B, each	\$135.00
	Method C, each	\$155.00
B.	Modified Proctor Compaction Test (ASTM D 1557)	
	Method A & B, each	\$155.00
	Method C, each	\$175.00
C.	Proctor Check Point, each	\$80.00
D.	Atterberg Limits (ASTM D 4318), each	\$105.00
E.	Shrinkage Limits (ASTM D 427), each	\$75.00
F.	Specific Gravity (ASTM D 854), each	\$105.00
G.	Sieve Analysis (ASTM D 422), each	\$105.00
H.	Hydrometer with Sieve Analysis (ASTM D 422), each	\$130.00
I.	Moisture Content (ASTM D 2216), each	\$15.00
J.	Soil Cement Compressive Strength (includes molding), each	\$55.00

AGGREGATES

A.	Aggregate Gradation (ASTM C 136), coarse aggregate, each	\$105.00
B.	Aggregate Gradation (ASTM C 136), fine aggregate, each	\$80.00
C.	Gradation of Graded Aggregate Base, each	\$135.00
D.	Absorption, (ASTM C 127, 128), each	\$55.00
E.	Organic Impurities (ASTM C 40), each	\$65.00
F.	Specific Gravity (ASTM C 127 & 128), each	\$75.00
G.	Abrasion "Los Angeles" (ASTM C 131), each	\$180.00
H.	Sulfate Soundness, Magnesium or Sodium (ASTM C 88), each	\$180.00

CONCRETE AND MASONRY

A.	Compressive Strength Test, 4x8, cylinders (ASTM C 39), each	\$14.00
B.	Compressive Strength Test, 6x12, cylinders (ASTM C 39), each	\$17.00
C.	Saw Cut Contractor Made Cylinders, each	\$14.00
D.	Compressive Strength Test, cubes (ASTM C 109), each	\$15.00
E.	Compressive Strength Test, prisms (ASTM C 1019), each	\$22.00
F.	Compressive Strength Test, cores (ASTM C 42), each	\$27.00
G.	Splitting Tensile Test (ASTM C 496), each	\$38.00
H.	Compressive Strength Test, masonry prism (grouted), each	\$170.00
I.	Compressive Strength Test, masonry prism (ungrouted), each	\$220.00
J.	Beams, Flexural Strength (ASTM D 78), each	\$55.00
K.	Modulus of Elasticity, per cylinder, each	\$80.00
L.	Compressive Strength Mix Design Verification, normal weight (ASTM C 192), each	\$400.00
M.	Compressive Strength Mix Design Verification, lightweight (ASTM C 192), each	\$500.00
N.	Floor Flatness and Levelness Testing, Dipstick Profiler with report, per SF	\$0.06



ASPHALTIC CONCRETE

A. Extraction and Gradation (ASTM D 2172 and C 136), each	\$155.00
B. Marshall Stability and Density, 3 pills per test, (ASTM D 1559), each	\$155.00
C. Reheat and Compact Sample, each	\$75.00
D. Core Density, each (ASTM D 2726), each	\$30.00

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: September 23, 2024

AGENDA ITEM: Resolution of the City of Holly Springs, Georgia authorizing the renewal of Health Insurance effective January 1, 2025 with Cigna Healthcare for the medical, dental and vision lines of coverage and to renew the Open Access Plus Plan OAP base as the medical base plan, and to renew the Open Access Plus Plan OAP buyup as the buy-up option; to renew the Q5 DPPO \$1000/Ortho dental plan; to renew the C1-Standard PPO Comprehensive vision plan; and to authorize the City Clerk/HR Director to execute all documents pertaining to these matters.

EXECUTIVE SUMMARY:

Cigna issued an Initial Medical Renewal offer of +19.7% over current rates. However, the claims experience does warrant an increase, as the Loss Ratio for the Renewal Period is in excess of 151% (well above the Carrier's Target Loss Ratio of 80%), with a number of large claimants of concern. Negotiations with Cigna resulted in an 11% increase over current rates to keep it out of the market. This increase is with no plan changes.

Cigna issued an initial Dental Renewal increase of +6.5% over current rates. Negotiations resulted in an increase of +3.65%, with no plan changes.

Vision is under a Rate Guarantee, so there is no rate increase or plan change.

FISCAL IMPACT:

The proposed medical cost increase will result in an annual increase of approximately \$145,000 for the City, while the dental cost increase will amount to about \$1,800 annually.

ATTACHMENTS:

1. Health Insurance Renewal Resolution

RECOMMENDATION:

The staff recommendation is approval of the health insurance renewal.

CONCURRENCES:

City Manager
Finance and Administration

A RESOLUTION OF THE CITY OF HOLLY SPRINGS, GEORGIA AUTHORIZING THE RENEWAL OF HEALTH INSURANCE EFFECTIVE JANUARY 1, 2025 WITH CIGNA HEALTHCARE FOR THE MEDICAL, DENTAL AND VISION LINES OF COVERAGE AND; TO RENEW THE OPEN ACCESS PLUS PLAN OAP BASE AS THE MEDICAL BASE PLAN, AND TO RENEW THE OPEN ACCESS PLUS PLAN OAP BUY-UP AS THE BUY-UP OPTION; TO RENEW THE Q5 DPPO \$1000/ORTHO PLAN AS THE DENTAL PLAN; TO RENEW THE C1-STANDARD PPO COMPREHENSIVE PLAN AS THE VISION PLAN, AND TO AUTHORIZE THE CITY CLERK/HUMAN RESOURCES DIRECTOR TO EXECUTE ALL DOCUMENTS PERTAINING TO THESE MATTERS

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew with Cigna Healthcare for the medical, dental, and vision lines of coverage for Plan Year January 1, 2025 through December 31, 2025; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Cigna Open Access Plus Plan OAP Base plan as the base plan; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Cigna Open Access Plus Plan OAP Buy-Up plan as the buy-up option plan; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Cigna Q5 DPPO \$1000/Ortho plan as the dental plan; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Cigna C1-Standard PPO Comprehensive Plan as the vision plan; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Holly Springs, Georgia, to:

1. To renew with Cigna Healthcare for the medical, dental, and vision coverage for Plan Year January 1, 2025 through December 31, 2025
2. To renew the Cigna Open Access Plus Plan OAP Base plan as the base plan
3. To renew the Cigna Open Access Plus Plan OAP Buy-Up plan as the buy-up option plan
4. To renew the Cigna Q5 DPPO \$1000/Ortho plan as the dental plan
5. To renew the Cigna C1-Standard PPO Comprehensive Plan as the vision plan
6. To authorize the City Clerk/Human Resources Director to execute all documents pertaining to these matters

This Resolution is adopted on this 23rd day of September 2024.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: September 23, 2024

AGENDA ITEM: Resolution of the City of Holly Springs, Georgia authorizing the renewal of the Basic Life and AD&D Insurance, the voluntary life insurance, the short-term disability, the renewal of the long-term disability, the voluntary accident insurance, the voluntary critical illness insurance with the Standard Insurance Company; and to authorize the City Clerk/HR Director to execute all documents pertaining to these matters for plan year January 1, 2025 through December 31, 2025.

EXECUTIVE SUMMARY:

The Basic Life and AD&D, Voluntary Life, Short-Term Disability & Long-Term Disability, Voluntary Accident Insurance, and Voluntary Critical Illness Insurance lines of coverage remain under a Rate Guarantee with The Standard Insurance Company; therefore, there is no premium increase.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. The Standard Insurance Company Renewal Resolution

RECOMMENDATION:

The staff recommendation is approval of the renewal.

CONCURRENCES:

City Manager
Finance and Administration

A RESOLUTION OF THE CITY OF HOLLY SPRINGS, GEORGIA AUTHORIZING THE RENEWAL OF THE BASIC LIFE AND AD&D INSURANCE, THE VOLUNTARY LIFE INSURANCE, THE SHORT-TERM DISABILITY, THE LONG-TERM DISABILITY, THE VOLUNTARY ACCIDENT INSURANCE; AND THE VOLUNTARY CRITICAL ILLNESS INSURANCE WITH THE STANDARD INSURANCE COMPANY; AND TO AUTHORIZE THE CITY CLERK/HUMAN RESOURCES DIRECTOR TO EXECUTE ALL DOCUMENTS PERTAINING TO THESE MATTERS FOR PLAN YEAR JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

WHEREAS, the City of Holly Springs is currently insured through The Standard Insurance Company for the Basic Life and AD&D, Voluntary Life, Short-Term Disability, Long-Term Disability, Voluntary Accident Insurance, and Voluntary Critical Illness Insurance; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Basic Life and AD&D Insurance for Plan Year January 1, 2025 through December 31, 2025; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Voluntary Life Insurance for Plan Year January 1, 2025 through December 31, 2025; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Short-Term Disability coverage for Plan Year January 1, 2025 through December 31, 2025; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Long-Term Disability coverage for Plan Year January 1, 2025 through December 31, 2025; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Voluntary Accident Insurance for Plan Year January 1, 2025 through December 31, 2025; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to renew the Voluntary Critical Illness Insurance for Plan Year January 1, 2025 through December 31, 2025; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Holly Springs, Georgia, to:

1. To renew the Basic Life and AD&D Insurance
2. To renew the Voluntary Life Insurance
3. To renew the Short-Term Disability coverage
4. To renew the Long-Term Disability coverage
5. To renew Voluntary Accident Insurance
6. To renew Voluntary Critical Illness Insurance
7. To authorize the City Clerk/Human Resources Director to execute all documents pertaining to The Standard Insurance Company matters for Plan Year January 1, 2025 through December 31, 2025

This Resolution is adopted on this 23rd day of September 2024.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)