



City of Holly Springs

Date: Monday, March 4, 2024

Location: 3235 Holly Springs Pkwy

City Council Work Session Agenda 7:00 p.m., Council Chambers

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. PUBLIC COMMENTS

V. NEW BUSINESS

A. A-07-2023, applicant requests annexation of 18.5 +/- acres located off of Hickory Flat Highway, Cherokee County, GA, tax parcel 204 of tax plat 15N19, and MA-13-2023, applicant requests rezoning of 18.5 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 204 of tax plat 15N19, from AG, Agricultural (County), to TND, Traditional Neighborhood Development, (City)

Presented By: Nancy Moon, Community Development Director

B. CUP-03-2024, applicant Paola Bates requests a conditional use permit for a CBD and/or Tobacco Specialty Store for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14

Presented By: Nancy Moon, Community Development Director

C. Discuss an ordinance to amend the Code of the City of Holly Springs, Georgia, as amended; To Chapter 2 – Administration Article II – City Council

Presented By: Robert M. “Bobby” Dyer, City Attorney

- D. Discuss a resolution declaring certain property as surplus and authorizing its sale or disposal
Presented By: Robert H. Logan, City Manager
- E. Discuss change orders 12, 13 and 14 from Vertical Earth for the Town Center Project
Presented By: Robert H. Logan, City Manager
- F. Discuss the Employee Assistance Program Agreement between the Price Counseling Center LLC and the City of Holly Springs
Presented By: Karen Norred, City Clerk/Human Resources Director
- G. Discuss a policy amendment to the City of Holly Springs Police Department Operations Manual
Presented By: Deputy Chief Greg Clyburn
- H. Discuss an agreement between Duplicating Products, Inc. and the City of Holly Springs, Georgia for equipment lease
Presented By: Ron Carter, Information Technology Manager/Facilities Manager

VI. REPORTS

VII. ADJOURNMENT

EXECUTIVE SESSION

- Real Estate



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: A-07-2023, applicant requests annexation of 18.5 +/- acres located off of Hickory Flat Highway, Cherokee County, GA, tax parcel 204 of tax plat 15N19

MA-13-2023, applicant requests rezoning of 18.5 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 204 of tax plat 15N19, from AG, Agricultural (County), to TND, Traditional Neighborhood Development, (City)

DATE: February 26, 2024

COUNCIL MEETING DATE: March 4, 2024

STAFF ANALYSIS

Applicant, Windsong Properties, has requested annexation of 18.5 +/- acres located on Hickory Flat Highway and Univeter Road, specifically tax parcel 204 of tax plat 15N19. In addition, the applicant has requested rezoning of the 18.5 +/- acres from AG, Agricultural (County) to TND, Traditional Neighborhood Development, (City).

The applicant plans to construct a single-family age-targeted residential detached home community consisting of 70 units with a density of 3.79 units per acre. The average age of the residents for Windsong’s previous age-targeted developments is 67. Access to the property is located off of Univeter Road. Typical elevations are included within the packet.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	R-80 (County) GC (County)	NORTH:	SFR Cherokee Tire/Auto Doctor
SOUTH:	TND (City) AG (County)	SOUTH:	Owen Preserve SFR
EAST:	GC (County) R-40 (County)	EAST:	Undeveloped SFR
WEST:	R-80 (County)	WEST:	SFR/Indian Knoll Elementary School

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 properties are primarily residential with a mixture of densities; however, nearby properties also include a preschool, a church, restaurants, and other associated commercial uses. The proposed use and density is similar to that of other nearby areas. The northern part of Harmony and Holly Commons are between 4 and 5 units per acre, while directly across from this property, a small subdivision, Province, is under development at 4.88 units per acre. Directly south of this property is Owen Preserve, at 4.85 units per acre.

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

The development of the property for the proposed use would not negatively impact the existing uses of adjacent and nearby property as there is a mixture of uses and residential density.

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

The property is zoned AG, Agricultural (County). The property could be developed with the uses associated with the AG zoning district. Existing use of the property consists of undeveloped property.

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?

Any improvements along Hickory Flat Highway will be determined and approved by the Georgia Department of Transportation. Cherokee County and GDOT have a number of road improvements planned for the area. Currently GDOT is making improvements to Hwy 140 just north of Univeter Road. Coordination through Cherokee County resulted in the applicant modifying the original request for 73 lots to 70 lots, making accommodations for the additional right-of-way that may be required by the County. Cherokee County Water and Sewerage Authority has provided a letter stating the availability of water and sewer for the development. The Cherokee County School District has stated that the 73 units would impact the school district by 21 students and/or one classroom at a cost of \$28,570 or \$392 per residential unit. Reducing the unit count to 70 would change the cost per residential unit to \$408 per residential unit. Schools impacted would be Indian Knoll ES (72% current capacity), Dean Rusk MS (90% current capacity), and Sequoyah HS (88% current capacity).

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

This property is planned for development within the Parkway Corridor character area for the 2018 Comprehensive Plan. This character area follows Holly Springs Parkway and also encompasses land around interchanges of I-575. The Parkway Corridor is intended to provide primarily a commercial service function, i.e., retail sales, services, and offices, while maintaining quality development standards and sensitive transition to the Holly Springs Town Center. It also includes a high-density multi-family residential component.

Application: Existing and new commercial and high density multifamily residential

Primary Future Land Uses: office, retail, service, high density multi-family residential

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

The 2023 Comprehensive Plan, not finalized and adopted, shows this property as Neighborhood Center and Suburban Neighborhood. The areas shown as “Neighborhood Center” on the future development map are very similar to traditional neighborhoods. One noteworthy distinction between traditional neighborhoods and neighborhood center is that “neighborhood centers” are likely to have higher compositions of nonresidential (civic, office, neighborhood-serving retail) uses than “traditional neighborhoods.” Included within this character area is the area along Highway 140 at the eastern border of the city. This area may have reduced densities to more closely align with the recommendations for property located within unincorporated Cherokee County. For those parcels west of Hwy 140, residential density may be approved up to six (6) units per acre while development of the area on the east side of Hwy 140 follows the procedure as identified in the Growth Boundary (GB) Agreement with Cherokee County.

Application: Existing and new single-family residential neighborhoods with a mixed-use component.

Primary Future Land Uses: Neighborhood commercial, office, and government uses, and parks, recreation, greenways, and trails included as part of a traditional neighborhood.

Zoning Districts: PD-R, TND, NC, OI, GV, MXD-1, MXD-2

The Suburban Neighborhood character area corresponds with conventional suburban subdivisions with approximately 1/3 acre to 1-acre lots that have curvilinear streets. Houses are set back from the road, and lots are spacious. Streets are built to a relatively wide standard when compared with traditional neighborhoods. Connectivity is not necessarily provided, although an objective of this

character area is to provide for pedestrian activity and connections among subdivisions to provide more of a true “neighborhood” feel, as opposed to each tract being developed without consideration of connecting to abutting properties.

Another key objective for this character area is the provision of connected open spaces that are permanently protected. With such protected open space, it is possible for this character area to preserve a more rural, open-space feel if conservation lands are set aside and scenic view analyses are incorporated into development plans. Acceptable uses include single-family residences, stick-built (excluding manufactured homes), along with supportive civic, institutional, and recreational uses. These areas are served by public water supply but not necessarily sanitary sewer service.

Application: Existing and new single-family residential neighborhoods.

Primary Future Land Uses: Single-family detached residential

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

Cherokee County’s Future Development Map shows this property being planned with the Suburban Growth and Transitional Corridor character areas.

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 request for annexation and zoning proposal meets a number of policies, as well as, the intent of the Comprehensive Plan. Furthermore, the proposal is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Residential Uses.** Use the character areas and the Future Development Map (FDM) to guide residential growth, steering appropriate densities to suitable locations. (8.1, #3)
- b) **Traditional Neighborhood Development.** Promote traditional neighborhood and mixed-use developments in appropriate areas, which could include commercial, multi-family, and single-family sections within the same project area. (8.1, #4)
- c) **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. (8.1, #8)
- d) **Annexation.** Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (8.1, #9)
- e) **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 (8.1, #11).

- f) **Environmentally Sensitive Areas.** Encourage development to use environmentally sensitive areas as buffers between differing land uses where appropriate (8.1, #15).
- g) **Land Use Decisions.** Use the Future Land Use Map (FLUM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals (8.1, #22).

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

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?

Area growth has consisted of both commercial and residential uses in recent developments. Multiple developments in the area are higher in density than that of the proposed project.

C. Summary

The proposed request seeks to develop a single-family fee simple age-targeted development with a density of 3.79 units per acre. The comprehensive plan also encourages higher densities along arterials and collector roads. The proposed use is consistent with the development in the general area.

D. Cherokee County Board of Commissioners

This case was on the agenda of the November 21, 2023 meeting of the Cherokee County Board of Commissioners. At this meeting, the Board did not voice any formal objections to the land use; however, they had the following concerns/suggestions:

- 1. The proposed density is significantly higher than what is called for in the Suburban Growth/Corridors and Nodes character areas. The Board recommends the density be more consistent with the County Future Development Map.
- 2. This project should leave necessary Right-of-Way to accommodate upcoming road improvements at the intersection of Univeter Road and Hickory Flat Highway.

3. The applicant should ensure the annexation does **not** create an unincorporated island, per state standards.
4. The developer should continue to work with our Transportation staff to determine best access point for the proposed development.

E. Planning Commission Recommendation

The Planning Commission conducted a public hearing on February 8, 2024. One area resident spoke at the public hearing citing traffic and site distance as the major issues. Planning Commission recommended **APPROVAL (5-0)** to **ANNEX** the property and **APPROVAL (5-0)** to **REZONE** the property **TND, Traditional Neighborhood Development** with staff stipulations.

F. Staff Recommendation

Staff recommends **APPROVAL** to **ANNEX** the property consisting of 18.5+/- acres.

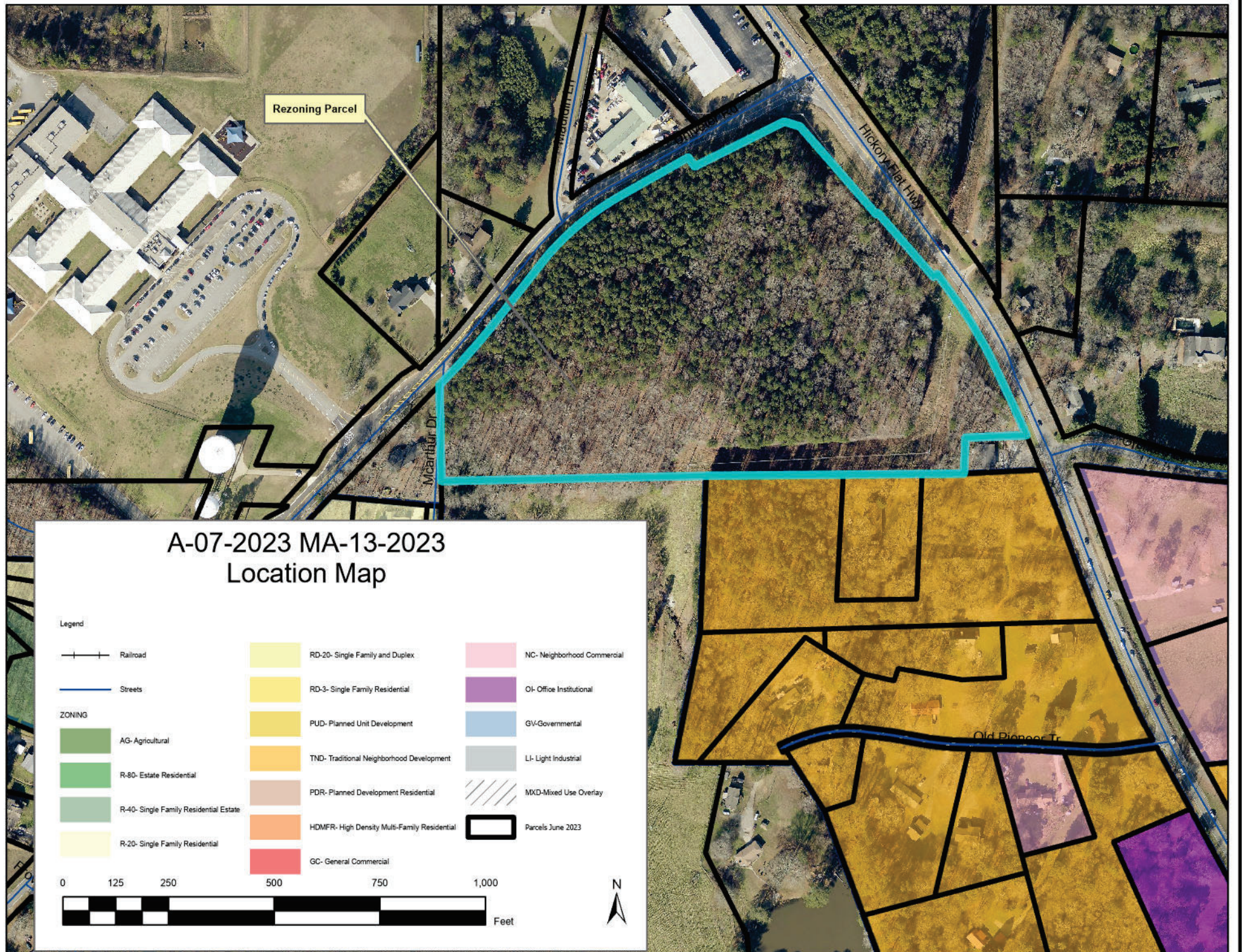
Staff recommends **APPROVAL** to **REZONE** the property consisting of 18.5+/- acres to **TND, Traditional Neighborhood Development** with the following stipulations.

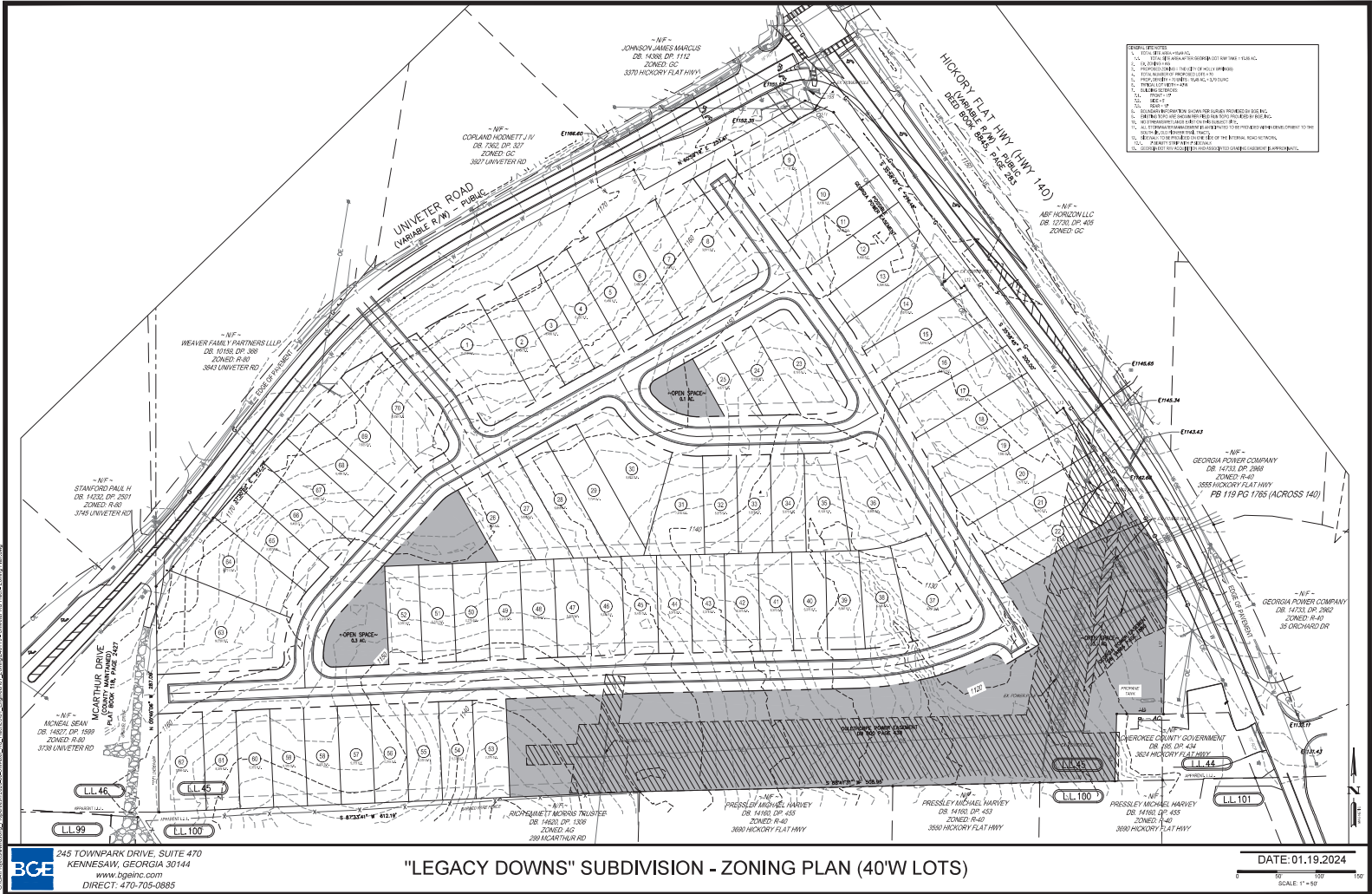
1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, signage, private infrastructure, detention areas, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder 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 amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowners' association.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. All units within the proposed community shall be "for sale" units. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than twenty percent.
5. Density shall be limited to a maximum gross density of 3.79 units per acre, or a maximum of 70 fee simple single-family residential detached dwelling units.
6. The minimum lot width, measured at the minimum front building setback, may be reduced to 40 feet. Building setbacks shall be as follows: Front-15 feet, Side-5 feet, and Rear-15 feet.

7. 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 19, Design Guidelines for Model Zoning Districts of the Holly Springs Zoning Ordinance.
8. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
9. Gutters shall blend with the architectural style of the buildings, consistent with the building design as established by the owner/developer and approved by the City of Holly Springs.
10. Asphalt roof shingles shall be architectural grade with a dimensional textured surface and shall be algae resistant.
11. Garage doors shall be setback a minimum of 20 feet from the back of sidewalks.
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. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$408 per residential unit constructed and such fee shall be paid prior to the issuance of each building permit.
15. Entrance design and improvements to Hwy 140 and Univeter Road shall be provided as per determination and recommendation of the Georgia Department of Transportation and the County Engineer.
16. Owner/developer shall be responsible for the installation of sidewalks (5' sidewalk with a 5' beauty strip), decorative street lamps, accel/decel lanes and curb and gutter along the entire road frontage of Hickory Flat Highway, as approved by Georgia Department of Transportation, and Univeter Road, as applicable and approved by the County Engineer, as well as, all interior roads as approved by the City Engineer, and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Holly Springs Parkway District, as stated in Article 19, Design Guidelines for Model Zoning District.
17. 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 Hwy 140 or Univeter Road. There shall be no stacking of vehicles along any roadway waiting for entry onto the property.

Agenda Item V-A

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision. The Holly Springs City Council makes the final decision on all rezoning applications at their regularly scheduled meeting. Any site plan submitted as a part of this application is not considered approved and must go through the normal civil site plan review by the City of Holly Springs Community Development Department to ensure compliance with City regulations.*





"LEGACY DOWNS" SUBDIVISION - ZONING PLAN (40'W LOTS)

BCE
 245 TOWNPARK DRIVE, SUITE 470
 KENNESAW, GEORGIA 30144
 www.bgeinc.com
 DIRECT: 470-705-0885

DATE: 01.19.2024
 SCALE: 1" = 60'

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE. IT IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND/OR IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BGE INC. SHALL BE WITHOUT LIABILITY TO BGE INC.



LEGEND

1. LOT AREA
2. LOT AREA TO BE EXCLUDED FROM TOTAL
3. ZONING
4. PROPOSED LOT AREA TO BE EXCLUDED
5. PROPOSED LOT AREA TO BE EXCLUDED
6. PROPOSED LOT AREA TO BE EXCLUDED
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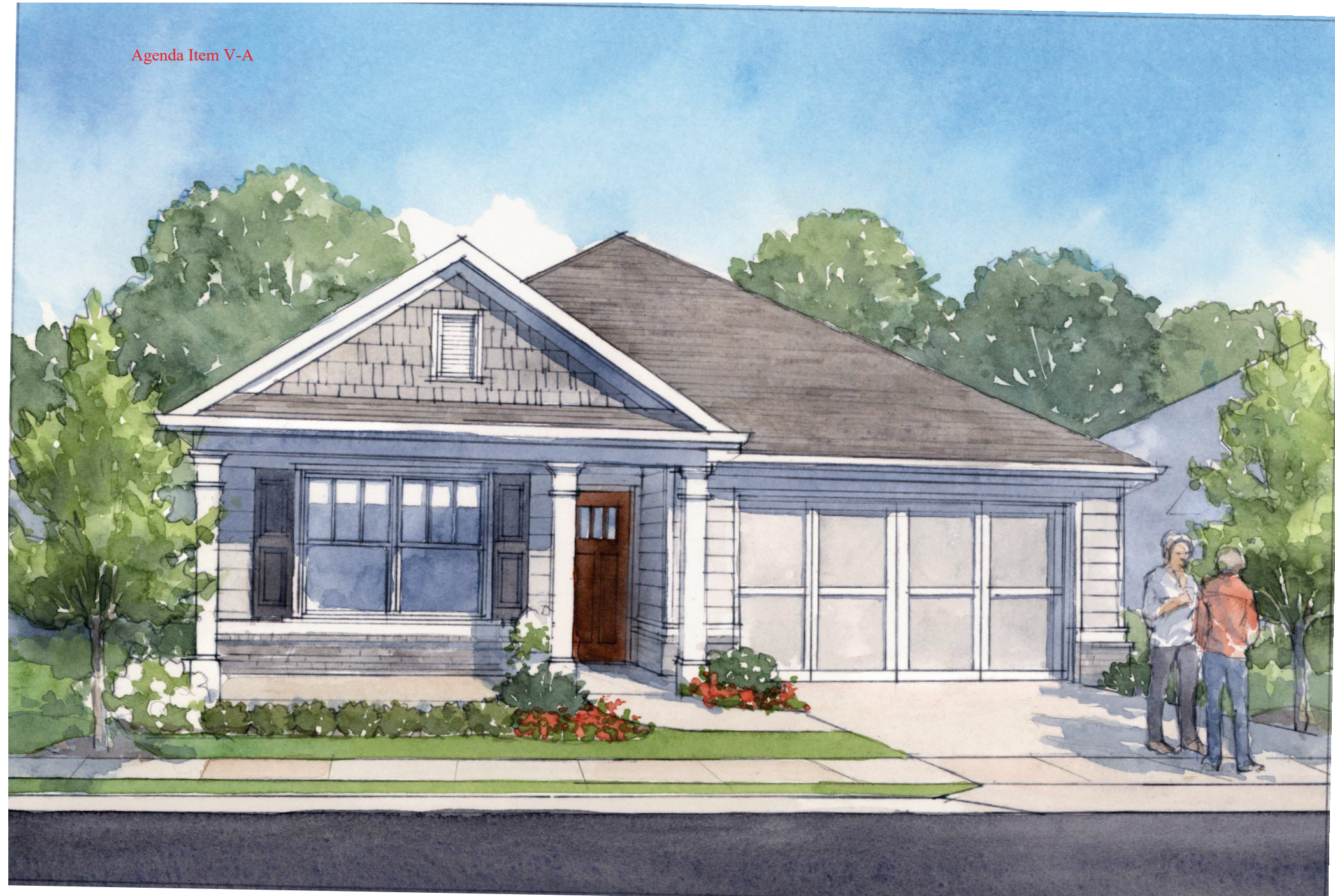
BCE
245 TOWNPARK DRIVE, SUITE 470
KENNESAW, GEORGIA 30144
www.bceinc.com
DIRECT: 470-705-0883

"LEGACY DOWNS" SUBDIVISION - ZONING PLAN

DATE: 01.19.2024
SCALE: 1" = 50'

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Agenda Item V-A



Agenda Item V-A



Agenda Item V-A



Agenda Item V-A





City of Holly Springs, Georgia

Petition for Annexation

100% Method

Please completed one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: 10/06/2023

Applicant's Name: John Tatum, Director of Land Development for Windsong Properties

Corporation Name: Windsong Properties

Mailing Address: 120 Colony Center Drive, Suite 300, Woodstock GA 30188

Phone: 770-516-3409

Email: _____

PROPERTY OWNER INFORMATION

Property Owner(s): Marsand Univeter, LLC

Mailing Address: 1040 Crown Pointe Parkway, Suite 900, Atlanta, GA 30338

Phone: _____

Email: _____

PROPERTY INFORMATION

Tax Map #: 15N19 Parcel #: 204

Land Lot(s)/District: 44 & 45, 15th District

Physical Address: SW Intersection of Univeter Road and Hickory Flat Highway

Property Location Description: SW Intersection of Univeter Road and Hickory Flat Highway

Current Zoning: AG

(Attach additional sheets, if necessary)

Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? No. If "yes," please provide complete explanation and details in the space below:

(attach additional sheets, if necessary)

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

Windsong develops age-targeted neighborhoods in Cherokee County. As a local company they have a track record of building successful neighborhoods that provide quality housing for seniors and those wanting to downsize. Windsong proposes to build 73 homes on 18 acres at the intersection of Univeter Road and State Route 140. The neighborhood will have a strong HOA that will provide comprehensive landscape maintenace. The for-sale homes will all be detached with two-car garages. The property to the south was recently annexed into the city for a Piedmont Residential neighborhood. The subject property is located in the recently approved growth boundary agreement so the annexation is appropriate.

(attach additional sheets, if necessary)

SUBMITTAL CHECKLIST

The following exhibits must be attached to this Annexation Petition:

- A copy of the most recent warranty deed or equivalent conveyance of ownership for the property to be annexed;
- A copy of the Cherokee County Tax Plat, illustrating the property to be annexed;
- Complete the Applicant & Property Owner(s) Signature Sections, following page;
- Any additional information requested by City Officials.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

John Tatum
Applicant Name (Please Print)

Windsong Properties
Corporation Name (Please Print)

[Signature]
Applicant Signature

Director of Land Development
Title (Please Print)

10/4/23
Date

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

Marsand Univeter, LLC
Property Owner Name (Please Print)

See the attached Signature Pages
Property Owner Signature

Date

Property Owner Name (Please Print)

Property Owner Signature

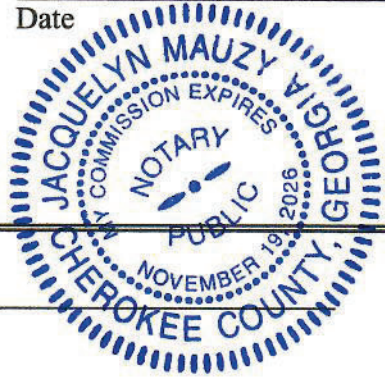
Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Jacquelyn Maury
Notary (form must be notarized)



Received by: Nancy Moon
City of Holly Springs, Georgia

Date: 10/23/2023

ATTACHMENT TO APPLICATION FOR ANNEXATION AND REZONING

Applicant: Windsong Properties

Titleholder: Marsand Univeter, LLC

TIN: 15N19 204
PIN: 15-0045-0008

The undersigned below, or as attached, is the owner of the property considered in this application.

MARSAND UNIVETER, LLC

Signed: SGH

Printed Name: Steven G. Horn

Its: Manager

Date: 10/4/23

Leah J Formby
Signature of Notary Public

10/4/23
Date

(Notary Seal)

Leah J Formby
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 10/25/2026

CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE REZONING AND ANNEXATION

1.

My name is Steven G. Horn. I am the officer who is delegated the responsibility for authenticating records of **MARSAND UNIVETER, LLC**. (the "Titleholder Company"). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the filed Rezoning and Annexation Application ("Application") regarding certain real property owned by the Titleholder Company located in Cherokee County, Georgia.

2.

In accordance with the Requirements for completing a Holly Springs Rezoning and Annexation Application, I hereby attest on behalf of the Titleholder Company that an authorized representative of Titleholder Company has reviewed the Application and related documents which are being filed simultaneously therewith on behalf of the Applicant to which this Certificate is attached and hereby certify:


- (a) That the officer or other representative of the Titleholder Company who executed the Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Application on behalf of the Titleholder Company, and that the signature of said officer or other representative is genuine; and
- (b) That the execution of the Application and the filing of the Application on behalf of the Titleholder Company by the officer or other representative of the Applicant has been duly authorized by the Titleholder Company.

MARSAND UNIVETER, LLC

By: SDG.H

Print Name Steven G. Horn

Its: Manager


Signature of Notary Public

10/4/23
Date

Notary Seal

Leah J Formby
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 10/25/2026

CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE REZONING AND ANNEXATION

1.

My name is John Tatum. I am the officer who is delegated the responsibility for authenticating records of *Windsong Properties*. ("the Applicant Company"). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the Applicant's Application for Rezoning and/or Annexation ("Application") regarding certain real property located in the City of Holly Springs, Cherokee County, Georgia.

2.

In accordance with the Requirements for completing a City of Holly Springs Application, I hereby attest on behalf of the Applicant Company that I have reviewed the Application and related documents which are being filed simultaneously therewith on behalf of the Applicant to which this Certificate is attached and hereby certify:

- (a) That corporate seal or facsimile affixed to the Application is in fact the seal of the Applicant Company or a true facsimile thereof; and
- (b) That the officer or other representative of the Applicant Company who executed the Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Application on behalf of the Applicant Company, and that the signature of said officer or other representative is genuine; and
- (c) That the execution of the Application and the filing of the Application on behalf of the Applicant Company by the officer or other representative of the Applicant Company has been duly authorized by the Applicant Company.

Windsong Properties

Signed: _____


John Tatum, Director of Land Development

Date 10/4/23


Signature of Notary Public

10/4/2023
Date





MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

For Application Procedures, See p. 7

APPLICATION MA- 13-2023 APPLICATION CUP- _____

HEARING DATE _____ DATE OF APPLICATION _____

APPLICANT Windsong Properties OWNER Marsand Univeter, LLC
John Tatum, Director of Land Development (If other that applicant)

ADDRESS 120 Colony Center Drive, Suite 300 ADDRESS 1040 Crown Pointe Parkway, Suite 900
Woodstock, GA Atlanta, GA

ZIP CODE 30188 PHONE 770-156-3409 ZIP CODE 30338 PHONE 770-512-0500
CEyl@windsonglife.com; Shorn@wbicpa.com
EMAIL phuff@samlarkinhuff.com

SIGNATURE _____ SIGNATURE see attached signature pages

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

PRESENT ZONING DISTRICT(S) AG (county) REQUESTED ZONING DISTRICT TND

REQUESTED CONDITIONAL USE(S) N/A.

PROPERTY LOCATION/ADDRESS Intersection of Univeter Road and Hickory Flat Hwy. (Hwy. 140)

MAP NUMBER 15N19 204 PARCEL NUMBER(S) 15-0045-0008

LAND LOT(S) 44 and 45 DISTRICT(S) 15th SECTION(S) 2nd

ACREAGE 18.5± SEWAGE DISPOSAL TYPE sewer UTILITIES AVAILABLE sewer

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____
Annexing an 18.5± parcel into the City of Holly Springs and rezone from AG (county) to TND (Traditional
Neighborhood Development)

(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)

<p>PLANNING COMMISSION RECOMMENDATION:</p> <p>APPROVED _____ STIPULATIONS _____</p> <p>DISAPPROVED _____</p>	<p>CITY COUNCIL DECISION:</p> <p>APPROVED _____ STIPULATIONS _____</p> <p>DISAPPROVED _____</p>
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FILING FEES _____ RECEIPT# _____ CHECK# _____

CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE REZONING AND ANNEXATION

1.

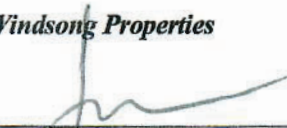
My name is John Tatum. I am the officer who is delegated the responsibility for authenticating records of *Windsong Properties*. ("the Applicant Company"). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the Applicant's Application for Rezoning and/or Annexation ("Application") regarding certain real property located in the City of Holly Springs, Cherokee County, Georgia.

2.

In accordance with the Requirements for completing a City of Holly Springs Application, I hereby attest on behalf of the Applicant Company that I have reviewed the Application and related documents which are being filed simultaneously therewith on behalf of the Applicant to which this Certificate is attached and hereby certify:

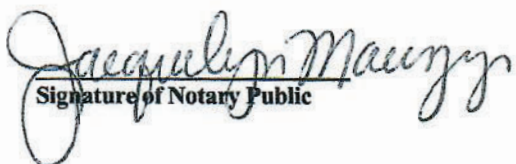
- (a) That corporate seal or facsimile affixed to the Application is in fact the seal of the Applicant Company or a true facsimile thereof; and
- (b) That the officer or other representative of the Applicant Company who executed the Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Application on behalf of the Applicant Company, and that the signature of said officer or other representative is genuine; and
- (c) That the execution of the Application and the filing of the Application on behalf of the Applicant Company by the officer or other representative of the Applicant Company has been duly authorized by the Applicant Company.

Windsong Properties

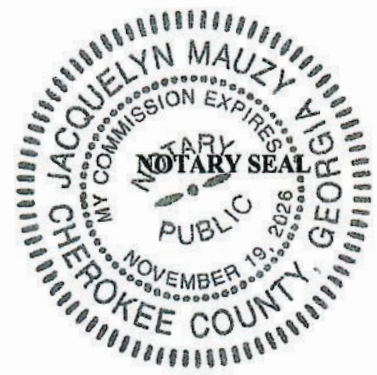
Signed: _____


John Tatum, Director of Land Development

Date 10/4/23


Signature of Notary Public

Date 10/4/2023



ATTACHMENT TO APPLICATION FOR ANNEXATION AND REZONING

Applicant: Windsong Properties
Titleholder: Marsand Univeter, LLC

TIN: 15N19 204
PIN: 15-0045-0008

The undersigned below, or as attached, is the owner of the property considered in this application.

MARSAND UNIVETER, LLC

Signed: SDG.H

Printed Name: Steven G. Horn

Its: Manager

Date: 10/4/23

Leah J Formby
Signature of Notary Public

10/4/23
Date

(Notary Seal)

Leah J Formby
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 10/25/2026

CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE REZONING AND ANNEXATION

1.

My name is Steven G. Horn. I am the officer who is delegated the responsibility for authenticating records of **MARSAND UNIVETER, LLC**. (the "Titleholder Company"). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the filed Rezoning and Annexation Application ("Application") regarding certain real property owned by the Titleholder Company located in Cherokee County, Georgia.

2.

In accordance with the Requirements for completing a Holly Springs Rezoning and Annexation Application, I hereby attest on behalf of the Titleholder Company that an authorized representative of Titleholder Company has reviewed the Application and related documents which are being filed simultaneously therewith on behalf of the Applicant to which this Certificate is attached and hereby certify:

- (a) That the officer or other representative of the Titleholder Company who executed the Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Application on behalf of the Titleholder Company, and that the signature of said officer or other representative is genuine; and
- (b) That the execution of the Application and the filing of the Application on behalf of the Titleholder Company by the officer or other representative of the Applicant has been duly authorized by the Titleholder Company.

MARSAND UNIVETER, LLC

By: SGH

Print Name Steven G. Horn

Its: Manager

Leah J Formby
Signature of Notary Public

10/4/23
Date

Notary Seal

**Leah J Formby
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 10/25/2026**

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? The property to the south was recently annexed into Holly Springs for a 111 home TND neighborhood at 4.85 Units Per Acre. South of this development is the Harmony on the Lakes neighborhood. The proposed 3.95 DUA neighborhood is a suitable zoning and density given the surrounding developments.

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property? The Windsong neighborhood will not adversely affect surrounding properties. The subject property is only contiguous to other properties in a limited area. If needed Windsong will agree to appropriate buffers.

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? The AG zoning is not reasonable given the property's proximity to the intersection of two arterial roads.

(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? Windsong buyers often have smaller house sizes and produce less traffic per house than a typical single-family home. There is a big demand in the area for Windsong product. Harmony and Carmichael Farm homeowners that are empty nesters have limited options in the area.

(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 Holly Springs Comprehensive Plan places the subject property in the Parkway Corridor which anticipates medium and higher density residential development. The proposal fits within the goals of the Comprehensive Plan.

(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 zoning meets the policy and goals contained in the Community Agenda.

(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 development will comply with the city and state environmental requirements ensuring that there will not be a negative impact on the environment.

(8) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal? The proposal is a natural extension of the city boundary in conformity with the Growth Boundary Agreement. The proposal is consistent with the city's land use plan and existing development in the area.

Per 14.5-7 of the City of Holly Springs Zoning Ordinance, **Applicant Report for Rezoning and Conditional Use Permit Requests**, as relevant and determined by the Zoning Administrator, all applicants must submit the following in addition to any standing requirements for requests for zoning changes*:

1. A plan of the general location of the proposed buildings by reference to a plan or drawing and an indication of the use to be made of each and every building;
2. Architectural, façade and materials to be utilized as compared to the zoning requirements for the current and proposed zoning district;
3. The percentage of development maintained as open space and/or recreation areas and impervious surfaces;
4. If application exceeds 150 residential units and/or exceeds 100,000 square feet of commercial area, the applicant is required to submit a transportation impact study to be designed by an appropriate transportation professional;
5. Preliminary tree protection plan and buffer standards;
6. Preliminary storm water retention plan.

*Per 14.5-8 of the City of Holly Springs Zoning Ordinance, **Application Submittal Requirements Waived**, When determined by the Community Development Director to be unnecessary or irrelevant to the application submitted, the requirements listed in this section may be waived; however, if determined to be of significant importance to the decision process at any time after the application has been accepted, the Community Development Director, Planning Commission, or City Council may request the submission of these items or other information as deemed relevant during the decision making process.

Complete the following section, if applicable.

Residential

Minimum house size: TBD sq. ft.

Exterior façade: Traditional fiberboard

Maximum number of units: 73

Anticipated start date: Q4 2024

Anticipated completion date: Q4 2025

Commercial

Number of buildings: _____

Maximum square footage: _____ sq. ft.

Number of stories: _____

Total number of employees: _____

Exterior façade: _____

Anticipated start date: _____

Anticipated completion date: _____

Cherokee County Water & Sewerage Authority

October 5, 2023

RE: Water & Sewerage Availability (Tax Map 15N19, Parcel 204)

To Whom It May Concern:

Please be advised that Cherokee County Water & Sewerage Authority presently has a 36" DIP water main on the West side of Hickory Flat Highway East of the subject property. Also, there is a 36" DIP water main on the North side of Univeter Road North of the subject property. In addition, there is a 12" DIP water on the East side of Hickory Flat Highway East of the subject property. Finally, there is a 12" DIP water main on the South side of Univeter Road North of the subject property.

Sewer is available to the Southwest of 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 6.0 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.

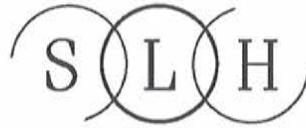
If you have any questions, please don't hesitate to call me.

Sincerely,



Bradley M. Payne
Construction Office Supervisor

CC: Dwayne Fowler
Garry Hensley
Keith Allen
Jeff Hooper



GARVIS L. SAMS, JR
JOEL L. LARKIN
PARKS F. HUFF

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP
SUITE 100
376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

770•422•7016
TELEPHONE
770.426.6583
FACSIMILE

December 1, 2023

VIA E-MAIL

Ms. Nancy Moon, Community Development Director
City of Holly Springs
3237 Holly Springs Pkwy.
Holly Springs, GA 30115

Re: Application of Windsong Properties for Rezoning & Annexation of an 18.49±
acre parcel located in Cherokee County, Georgia; Parcel No. 15N19 204.

Dear Nancy:

On October 30, 2023, I conducted a public input meeting regarding the above-referenced application at the Hickory Flat Fire Station Community Room. A letter including the proposed site plan was mailed under Certificate of Mailing to all property owners with 1,000 feet according to the Cherokee County Tax Assessor's office giving the location, date and time of the meeting. A list of the attendees who signed in for the meeting is attached to this letter. None of the attendees filled out comment cards.

A significant percentage of the attendees were Cherokee County residents who spent a substantial amount of the time arguing that the property should be developed in the County instead of being annexed into the City. Those residents were not moved by the fact that the County and City have jointly determined in the most recent growth boundary agreement that the property would logically be included in the City's boundary.

Several attendees also expressed concern that there have been a number of recent rezoning applications in the immediate area of the subject property which will lead to a fairly substantial number of new residents in the area. Their primary concern was that the increased number of new residents will adversely impact traffic in the immediate area. In response to these concerns, the Applicant explained its long history of developing age-targeted projects and its experience with the traffic patterns that result. As a general rule, residents of this type of development are able to time their trips in such a manner as to minimize their a.m. and p.m. peak trips, which results in a much-reduced impact on traffic.

SAMS, LARKIN & HUFF

A LIMITED LIABILITY PARTNERSHIP

VIA EMAIL

Ms. Nancy Moon
Community Development Director
Holly Springs
December 1, 2023
Page 2

One of the County residents identified proposed traffic improvements which are planned to take place in the area and inquired if the site plan has taken those proposed improvements into account. Additionally, a question was posed about the possibility of providing access through the proposed new development for residents of the recently zoned project just south of this Property.

Finally, there were several questions about the proposed product. The Applicant provided renderings of the product that they anticipate building and the renderings were generally well-received.

On balance, my assessment of the meeting is that it went well with those in attendance who were truly interested in learning about the proposed project and as expected with those who had a contrary agenda.

Please contact me at your earliest convenience should you have any questions regarding the meeting.

Sincerely,

SAMS, LARKIN & HUFF, LLP



Joel L. Larkin
Attorney for the Applicant
JLarkin@samslarkinhuff.com

JLL/jcc
Attachment



Rezoning Case Impact Report

Jurisdiction		Rezoning Case Number		Applicant Name	
City of Holly Springs		MA-13-2023		Windsong Properties	
Acreage	Number Of Lots	Housing Type		Current Zoning	Proposed Zoning
18.5	73	Single-Family		AG	TND
Estimated Student Impact ⁽¹⁾		Additional Capacity Needed		Additional Capacity Cost ⁽²⁾	Annual Student Cost ⁽³⁾
21	Students	1	Classroom(s)	\$28,570	\$182,148
Planning Commission Meeting Date		County Commission/City Council Meeting Date		Map & Parcel Number(s)	
				15N19-204	
Property Description					
Univeter Road and Hickory Flat Highway					

Affected Schools Capacity Information

Elementary School	ES Enrollment	ES Capacity	% Capacity
Indian Knoll ES	866	1,200	72%
Middle School	MS Enrollment	MS Capacity	% Capacity
Dean Rusk MS	1,477	1,675	90%
High School	HS Enrollment	HS Capacity	% Capacity
Sequoyah HS	2,079	2,400	88%

All Enrollment and Capacities are based on the last published Cherokee County Inventory of School Housing (CCISH) Numbers.

It is the position of CCSD that all developers should attempt to mitigate as much of the impact of their proposed development as possible. In every such case, the district designates a minimum contribution expected to help provide adequate facilities for the school-age children who will occupy the residences in the development.

Please recommend to all Residential Zoning applicants to contact Mitch Hamilton at 770-721-8429 to discuss mitigation of their subdivision before appearing before the Zoning Board. If the applicant cannot meet during that time, we request that the Zoning Board put a condition on the zoning so they must meet with Mr. Hamilton before the City Council/County Commission Meeting.

The estimated cost for building an elementary school is 22 to 27 million dollars, middle school is 35 to 40 million, and the cost of building a high school is 55 to 60 million dollars.

(1) - All increases in student enrollment should be considered cumulative. All recent cases will impact the affected Schools. The School District may have to transport the students of any given development to an alternate district due to over-enrollment.

(2) - Additional Capacity Calculations are based on adding Mobile Units to existing campus facilities at the following rate: 1 Mobile Unit = 2 Classrooms with a cost of \$60,000/Mobile Unit

(3) - Annual Cost is calculated using the General Fund Operating Expenditure cost per pupil of \$8,694.

Cherokee County
1831
GEORGIA
PLANNING AND ZONING

December 7, 2023

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

RE: A-07-2023 – Univeter Road and Hickory Flat Highway

Dear Nancy:

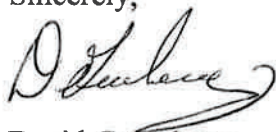
The annexation case A-07-2023 – Univeter Road and Hickory Flat Highway was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on November 21, 2023. The applicant is requesting to annex and rezone a 18.49+/- acre parcel (15N19 204) at Univeter Road and Hickory Flat Highway from AG to TND, for the development of 73 single-family homes.

The Board of Commissioners voted unanimously for staff to communicate the following concerns and suggestions:

1. The proposed density is significantly higher than what is called for in the Suburban Growth/Corridors and Nodes character areas. The Board recommends the density be more consistent with the County Future Development Map.
2. This project should leave necessary Right-of-Way to accommodate upcoming road improvements at the intersection of Univeter Road and Hickory Flat Highway.
3. The applicant should ensure the annexation does **not** create an unincorporated island, per state standards.
4. The developer should continue to work with our Transportation staff to determine best access point for the proposed development.

Please find our complete staff analysis attached. Feel free to contact to me if you have any questions.

Sincerely,



David Greenberg
Senior Planner



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 11/13/2023

Per O.C.G.A. § 36-36-113 (set forth in full at the end of this document for your ease of reference), a land use objection can be made by majority vote of the Board of Commissioners in the event of a material increase in burden upon the County which is quantifiable and otherwise meets the requirements of the statute. In order for a land use objection to be considered timely, it must be completed in time for the BOC to vote upon it in open session and served upon the annexing municipality within 45 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested.

City	Holly Springs		
Case Number	A-07-2023	Applicant	John Tatum of Windsong Properties
Receipt of Annexation Notice Date		10/27/23	
Holly Springs Planning Commission Public Hearing		12/14/23	
Meeting date the Board of Commissioners must decide whether to object.		11/21/23	
45 day period to object expires on		12/11/23	
City Council Review & Decision		1/18/24	

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

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

1) If the application is granted will there be a material increase in burden upon the County directly related to :	Yes	No
a) the proposed change in zoning or land use?		
b) the proposed increase in density?		



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 11/13/2023

c) infrastructure demands related to the proposed change in zoning or land use?	
---	--

	Yes	No
2) Will delivery of services be affected by the annexation?		X
If the answer to (2) is yes, is the affect on delivery of services directly related to		
a) the proposed change in zoning or land use?		
b) the proposed increase in density?		
c) infrastructure demands related to the proposed change in zoning or land use?		
Note: Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in items (a), (b), and/or (c) of Section 1 above.		

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

	Yes	No
4) Does the proposed change in zoning or land use result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use?		X
If the answer to (4) is no, does the proposed change in zoning or land use result in:		
	Yes	No



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 11/13/2023

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

Comments:

Planning and Zoning

The applicant wishes to annex an 18.49 +/- acre parcel into the City of Holly Springs for the development of 73 age-targeted single-family detached homes. The parcels currently lie in Cherokee County's Suburban Growth Character Area and Holly Spring's Parkway Corridor Character Area. The property falls within the Holly Springs Growth Boundary.

Engineering

The proposed development is located at the southwest corner of the intersection of State Route 140 and Univeter Road. Cherokee County in coordination with the Georgia Department of Transportation currently has in intersection improvement project for that intersection (P.I. No. 0017804). The Preliminary Field Plan Review for this project was held in August 2023. The project includes improvements to capacity and safety at the intersection. Cherokee County coordinated with development engineer and our intersection project engineer to identify any proposed conflicts that the development will have with the intersection project. An exhibit has been included that shows the intersection project layout on the proposed development layout and there are some significant impacts. If the proposed development is to go forward, they would have to submit to Cherokee County for access on Univeter Road or to GDOT for access onto State Route 140. It would be anticipated that the access location would have a right turn deceleration lane as well as a left-turn lane given the volume of traffic on Univeter Road combined with the proposed 73 lot development. Cherokee County and the applicant would have to work together to find the best possible location for the entrance that fits the intersection improvement project.



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 11/13/2023

Fire Marshal

No comments.

Legal Review

No comments.

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

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

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

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

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

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

- (1) Result in:



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 11/13/2023

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

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

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



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: CUP-03-2024, applicant Paola Bates requests a conditional use permit for a CBD and/or Tobacco Specialty Store for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14

DATE: February 26, 2024

COUNCIL MEETING DATE: March 4, 2024

STAFF ANALYSIS

Applicant, Paola Bates, Miracle Leaf, has requested a Conditional Use Permit for a CBD and/or Tobacco Specialty Store for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14. The property is zoned GC, General Commercial and the proposed location for the business is a suite within the shopping center located on this parcel. The proposed use will supply sales of medical CBD and THC retail products, as well as, provide in-person and tele-medicine services of the alternative and holistic nature. Per Article 5, Section 5.2-8.D of the Holly Springs Zoning Ordinance, a CBD and/or Tobacco Specialty Store may be permitted by the approval of a Conditional Use Permit.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC	NORTH:	Walmart
SOUTH:	LI	SOUTH:	Retail/Office/Motel
EAST:	GC	EAST:	Vacant
WEST:	PD-Mixed Use (Canton)	WEST:	Power Substation/Residential

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?

The use is permitted only by the issuance of a Conditional Use Permit in the GC zoning district. While retail and clinic/service uses in general are consistent with those in the general area, there specific guidelines for this proposed use that have not been met and which will be discussed later in this report.

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

The proposed use will occur in an existing shopping center and provide the services of a clinic and/or retail store.

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

The property is zoned GC and this use may be permitted only with the approval of a conditional use permit. As currently zoned, all permitted uses within the GC zoning district would be allowed.

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?

This request will not result in a use that would cause an excessive or burdensome use of utilities, streets, or other public services. The site is already developed and will have no impact on the local school system.

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)?

Both the 2018 adopted and the 2023 proposed Future Development Map identifies this area as Parkway Corridor. This character area follows Holly Springs Parkway and also encompasses land around interchanges of I-575. The Parkway Corridor is intended to provide primarily a commercial service function, i.e. retail sales, services, and offices, while maintaining quality development standards and sensitive transition to the Holly Springs Town Center. It also includes a high-density multi-family residential component.

Application: Existing and new commercial and high-density multi-family residential

Primary Future Land Uses: office, retail, service, high-density multi-family residential

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

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

As stated previously under zoning, the retail sales and clinic services are not the issue for a location within this corridor. Additional regulations exist for the proposed use and will be discussed in a subsequent section.

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?

No further development is planned with the approval of this application.

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

The site is already developed with office and retail uses. However, guidelines/regulations adopted by City Council may restrict this particular use as discussed in Section C below.

C. Conditional Use Proposal Review Standards

Under Attachment B in the application, the City asks each CUP applicant to complete 16 questions related to the proposed use. The applicant has completed these questions and they are attached in the Conditional Use Permit application.

Per Article 2, Interpretations and Definitions, Section 2.2: Definitions, a CBD and/or Tobacco Specialty Store is defined as the following:

CBD and/or Tobacco Specialty Store: Any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of cannabinoid (CBD) or tobacco products including but not limited to CBD or tobacco paraphernalia, vape products, or any combination thereof. Products include the following: pipes, punctured metal bowls, bong, water bong, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookah, any devices for holding burning material, any electronic smoking device, and any substances that may be aerosolized or vaporized by such device. Lighters and matches shall be excluded from the definition of CBD and tobacco paraphernalia. Any grocery store, supermarket, convenience store or similar retail use that offers, as an ancillary use, conventional cigars, cigarettes, tobacco, or CBD retail products for sale shall not be defined as a "CBD and/or Tobacco Specialty Store" and shall not be subject to the Conditional Use Permit restrictions of Article 5, Section 5.4-11A CBD and/or Tobacco Specialty Store.

Section 5.4-11A CBD and/or Tobacco Specialty Store states the following:

5.4-11A CBD and/or Tobacco Specialty Store. Retail stores defined under Article 2: Interpretations and Definitions of the Holly Springs Zoning Ordinance as "CBD and/or Tobacco Specialty Store" must satisfy the following requirements prior to the acceptance of a conditional use permit. Distances required for the issuance of a conditional use permit shall be measured in lineal feet by the most direct route of travel on the ground as detailed below:

- a.) Proposed premises of the retail CBD and/or Tobacco Specialty Store establishment is greater than one thousand (1,000) feet from a religious institution, greater than one thousand (1,000) feet from a day care center, greater than one thousand (1,000) feet from a school, and greater than five thousand (5,000) feet from another retail CBD and/or Tobacco Specialty Store with an approved business license by the City of Holly Springs.

Distance from existing land use in feet	Religious Institution	Day Care Center	School	CBD and/or Tobacco Specialty Store
CBD and/or Tobacco Specialty Store	>1,000 ft.	>1,000 ft.	>1,000 ft.	>5,000 ft.

- b.) Means of measurement are further defined below:
 1. *Church:* Measured from the front door of the proposed premises of a licensed retail CBD and/or Tobacco Specialty Store to the front door of the church.
 2. *School:* Measured from the front door of the proposed premises of a licensed retail CBD and/or Tobacco Specialty Store to the nearest property line of the real property being used for school or educational purposes.
 3. *Day Care:* Measured from the front door of the proposed premises of a licensed retail CBD and/or Tobacco Specialty Store to the nearest property line of the real property being used for day care services.
 4. *Existing retail CBD and/or Tobacco Specialty Store:* Measured from the front door of the proposed premises of a licensed retail CBD and/or Tobacco Specialty Store to the front door of the existing retail CBD and/or Tobacco Specialty Store.

The proposed location is approximately 2000 feet, using the most direct route of travel, from the front door of the proposed building to that of an existing grandfathered CBD/Tobacco Store located at 2271 Holly Springs Parkway (shopping center located at Pinecrest Road and Holly Springs Parkway).



- c.) A scale drawing from a registered surveyor identifying the location of the proposed premises and the distance to the nearest religious institution, school, day care center, and other business uses defined as a Retail CBD and/or Tobacco Specialty Store. Distance shall be measured in lineal feet by the most direct route of travel on the ground from premise to premise.
- d.) City Council, in its sole discretion, may consider a variance to reduce distance requirements using the standards set forth in Article 15: Variances, Appeals, and Special Exceptions of the Holly Springs Zoning Ordinance, in addition to the information provided in the application.

D. Summary

Due to the current regulations, the retail sales of CBD related products must comply with the distance requirements unless City Council grants a variance from this requirement. As such, the proposed use does not meet the criteria for this use as stated in Section C of this report.

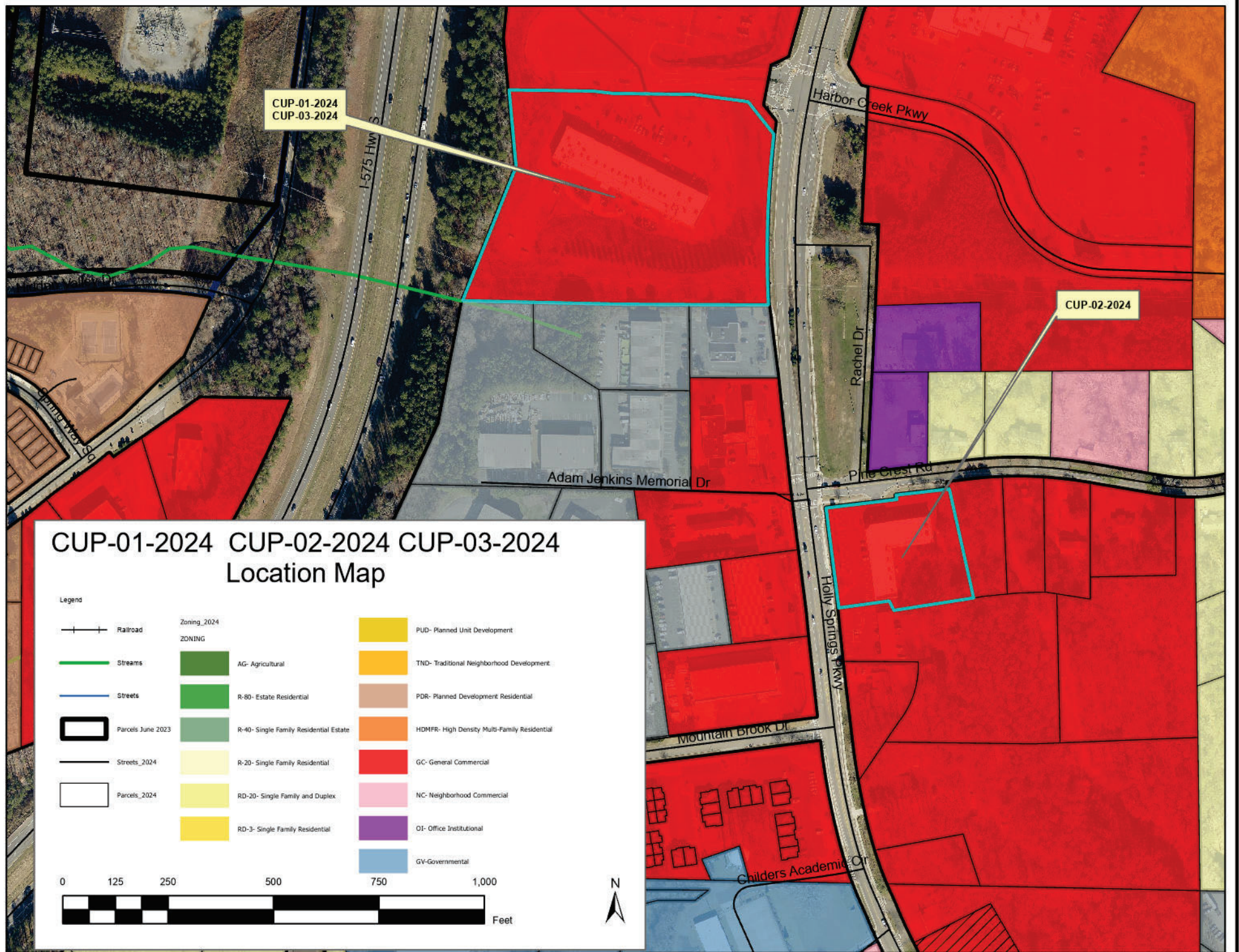
E. Planning Commission Recommendation

The Planning Commission conducted a public hearing on February 8, 2024. No public comments were made at the hearing. Planning Commission recommended **APPROVAL (5-0)** of the conditional use permit for a CBD and/or Tobacco Specialty Store.

F. Staff Recommendation

Staff recommends **DENIAL** of the Conditional Use Permit for a CBD and/or Tobacco Specialty Store.

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision. The Holly Springs City Council makes the final decision on all rezoning applications at their regularly scheduled meeting. Any site plan submitted as a part of this application is not considered approved and must go through the normal civil site plan review by the City of Holly Springs Community Development Department to ensure compliance with City regulations.*





MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

For Application Procedures, See p. 7

APPLICATION MA- _____ APPLICATION CUP- 03-2024

HEARING DATE _____ DATE OF APPLICATION _____

APPLICANT Paola Bates OWNER _____
(If other than applicant)

ADDRESS 2210 Holly Springs Pkwy ADDRESS _____
Holly Springs, GA

ZIP CODE 30115 PHONE [REDACTED] ZIP CODE _____ PHONE _____

EMAIL [REDACTED] EMAIL _____

SIGNATURE [Signature] SIGNATURE _____

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

PRESENT ZONING DISTRICT(S) _____ REQUESTED ZONING DISTRICT _____

REQUESTED CONDITIONAL USE(S) Hemp/CBD retail establishment

PROPERTY LOCATION/ADDRESS 2201 Holly Springs Parkway Holly Springs, GA 30115

MAP NUMBER _____ PARCEL NUMBER(S) _____

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

ACREAGE _____ SEWAGE DISPOSAL TYPE _____ UTILITIES AVAILABLE _____

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

(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)

<p><u>PLANNING COMMISSION RECOMMENDATION:</u></p> <p>APPROVED _____ STIPULATIONS _____</p> <p>DISAPPROVED _____</p>	<p><u>CITY COUNCIL DECISION:</u></p> <p>APPROVED _____ STIPULATIONS _____</p> <p>DISAPPROVED _____</p>
---	--

FILING FEES _____ RECEIPT# _____ CHECK# _____

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

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property? No, the zoning proposal will not adversely affect the existing use or usability of nearby property. Our business features medical consultation from a qualified Georgia physician, which will be very beneficial to the Holly Springs community.

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

(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? No, the zoning proposal will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety or schools.

(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)? Yes, the zoning proposal is in conformity with the policy and intent of adopted Future Development Map and Future Land Use Map.

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

Agenda Item V-B

(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? No, there is no foreseeable impact expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, air quality, and water quality and quantity.

(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? No, to our knowledge there are no other existing or changing conditions affecting the use and development of the property or zoning proposal.

Complete the following section, if applicable.

Residential

Minimum house size: N/A sq. ft.

Exterior façade: N/A

Maximum number of units: N/A

Anticipated start date: N/A

Anticipated completion date: N/A

Commercial

Number of buildings: 1

Maximum square footage: 1600 sq. ft.

Number of stories: 1

Total number of employees: 3

Exterior façade: _____

Anticipated start date: 10/29/2023

Anticipated completion date: 10/01/2029



Date

Paola Bates
Miracle Leaf - Holly Springs
2210 Holly Springs Parkway
Holly Springs, GA 30115
Re: Conditional Use Permit Application

Answers to Conditional Use Permit Application

To whom it may concern, please see the answers below regarding the conditional use permit request for attachment B. Please let us know if additional information is needed regarding our business.

Attachment B

1. Please verify that the proposed use complies with all of the additional stipulations by use, if any, as set forth by Section 5.4, Article 5.
 -
2. State the proposed business name, brand, flag, and/or franchise.
 - Miracle Leaf Health Centers, Corp - Franchisor
 - Plant for Spiritual Wellness LLC / Miracle Leaf Holly Springs - Paola Bates Franchise
3. Explain in detail what services the proposed conditional use business will provide.
 - Miracle Leaf Health Centers is a leading provider of high-quality alternative medicine services, including medical cannabis recommendations, dedicated to improving the lives of patients through the power of natural healing. Since our inception, we have been at the forefront of the medical cannabis industry, pioneering innovative approaches and setting new standards for patient-centered care. Our vision is to create a world where holistic & alternative medicine is recognized & accessible to all, promoting optimal health & balance in mind, body & soul. We believe in the healing potential of alternative medicine, including medical cannabis and its ability to provide relief to individuals suffering from a wide range of medical conditions. Our company is a franchisor with over 50 locations nationwide, of which many are in operation with some under development. Our CBD & THC retail products as well as our national medical cannabis telemedicine program have made us a household name and a national sensation.

4. Has a business plan or model been completed for this proposed conditional use business?
 - Yes, business plan available upon request.
5. Why was this specific location chosen for this proposed establishment?
 - After much search around the state of Georgia, it was determined that Holly Springs was a good community who would greatly benefit from our products and services just as other communities have.
6. What is the projected date that the proposed conditional use business will open?
 - The Business is now in the final stages of buildout and is projected tentatively to be open by February 2024.
7. How many employees are expected to work at the proposed conditional use business?
 - 3-4 employees are expected to work including the business owner.
8. What are the expected hours of operation for the proposed conditional use business?
 - The expected hours of the clinic will be 10AM - 6PM, daily however this is subject to change based on the needs of the community.
9. What licensing requirements, if any, are mandated by the state for this business to operate? Do the proprietors of this business already possess these credentials?
 - Yes, Miracle Leaf is a national franchise that has been in operation since 2017. Any other licenses that are needed will be proprietary to the franchise location in Holly Springs Georgia. Will will include a license from the Department of Health for the physician and may include a license from the department of Agriculture.
10. Does the proposed conditional use business conform with the nearby uses already in existence?
 - Yes, the business use does not affect any surrounding businesses.
11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available?
 - Yes, it has been determined that a service for medical cannabis evaluations are needed for the state of Georgia and furthermore any local city municipality.
12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent properties?
 - No, the proposed conditional use business will not create a nuisance or disturbance to nearby or adjacent properties.
 -

13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence?
 - No, the proposed conditional business is not a service that is similar or will overlap a nearby establishment already in existence.

14. Will the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area?
 - Yes, all Miracle Leaf locations have proven over time to blend well into any community offering alternative medicine services to patients in need. We have also worked well with other related businesses including dispensaries, local smoke shops, CBD stores and more.

15. Will the business have adequate facilities and parking to accommodate the proposed use?
 - Yes, there is more than enough parking for the proposed business.

16. If in the Neighborhood Commercial District (NC), could nearby neighborhood residents and local pedestrians be expected to frequent this proposed business establishment without the use of an automobile?
 - Yes, the proposed business is located in a nearby neighborhood where residents and local pedestrians could visit without the use of an automobile.



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Welcome to Miracle Leaf

Get Your Medical Marijuana Card Today!

Schedule an appointment to see if you qualify for medical cannabis treatment.

[Find a Location](#) [Contact Us](#)



Nation's #1 Medical Cannabis Clinic

Meet with our State-Certified Marijuana

Receive your medical marijuana approval and legally purchase marijuana at licensed dispensaries. In and out the same day. You can submit your application online, by phone, or stop by one of our offices, up to 7 days a week, making it so easy.

- ✓ After being recommended by one of our Marijuana Doctors the next step is to apply for your Medical Marijuana Card in the Marijuana Card Registry Program.
- ✓ Patient's holding a valid Medical Marijuana Card will be able to legally purchase medical marijuana at licensed dispensaries.
- ✓ To obtain your Medical Marijuana Card, you must first be evaluated and recommended medical marijuana by a licensed and qualified physician.

Dont Risk it, Become Legal Today! (833) LEGAL MJ

SCHEDULE AN APPOINTMENT →



315 000

PRODUCTS SOLD



100 000

CUSTOMERS



100

CERTIFIED PHYSICIANS



50

+ LOCATIONS



Convenient Locations

**Start your Journey to Pain Relief.
Accessible and Affordable.**

Our practice is built on the foundations of understanding, professionalism, compassion and customer satisfaction. We h



experienced and certified physicians that perform a thorough medical card evaluation, including reviewing the patient's medical history. We will help qualifying patients with the process of submitting the necessary documentation for obtaining their medical card.

Medical card doctor evaluations.

Certified medical marijuana doctors.

Reliable pain relief services.

Exceptional patient experience.

Medical Marijuana might help

Who qualifies for medical marijuana?

Although cannabis remains federally illegal in the United States, some states have legalized cannabis for medical purposes. In order to qualify for medical marijuana, patients must have a diagnosed ailment that is on their state's list of qualifying medical marijuana conditions. Here is a list of some of the qualifying conditions.

- ✓ Insomnia
- ✓ Chronic Pain
- ✓ Anxiety
- ✓ Seizures
- ✓ Depression
- ✓ Epilepsy
- ✓ Arthritis
- ✓ Cancer





Working with this company couldn't have been easier. The entire staff is helpful, and willing to go the extra mile to get the job done. If you need your card, or just want to start with CBD!

John Marco

Dont Risk it, Become Legal Today! (833) LEGAL MJ

A better way to improve your health. Miracle Leaf

OR SEND US A MESSAGE →





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Premier Medical Cannabis Health Centers

Miracle Leaf Health Centers

Miracle Leaf is the premier medical cannabis health center for residents in search of alternative pathways to healthier living. We vow to assist our patients throughout the entire process; from the moment a patient walks through our clinic doors to the moment they receive their certifications for medical cannabis. Our state-certified cannabis doctors work tirelessly to ensure our patients live happier and healthier lives. Visit one of our clinics nearest you for more information about getting certified for a medical cannabis treatment plan.



- ✓ Medical Evaluations
- ✓ Same Day Approval
- ✓ Fast and Affordable
- ✓ Certified Marijuana Doctors
- ✓ Walk-Ins Welcome
- ✓ East Appointment Scheduling
- ✓ Treatment of Aliments
- ✓ Alleviate Symptoms

Great staff! They answered any questions that I had. The doctor was also very informative when prescribing the medication I would need. I would definitely recommend their office to anyone needing to get their medical card.

— John Marco

Excellent customer service. Office is very professional, courteous Doctors are knowledgeable, professional, compassionate. Love t

— Marliu Henner

About Miracle Leaf

Our Commitment to Health and Wellness

Miracle Leaf is a trusted provider of medical cannabis evaluations and recommendations. Our mission is to improve the quality of life for individuals by offering safe and effective treatment options.

Experienced and Compassionate Medical Professionals

Our team consists of experienced and compassionate medical professionals who are dedicated to helping patients find relief through medical cannabis. We have a deep understanding of the benefits and potential applications of cannabis as a therapeutic tool.

Personalized Patient Care

At Miracle Leaf, we believe in personalized patient care. We take the time to listen to our patients, understand their unique needs, and develop individualized treatment plans. Patient well-being is our top priority.

Safe and Reliable Services

We adhere to strict medical and legal standards to ensure the safety and reliability of our services. We follow all state regulations and guidelines, and our clinics are equipped with state-of-the-art facilities.

Community Engagement

We are actively involved in the communities we serve. We collaborate with local organizations and advocacy groups to promote education and awareness about the benefits of medical cannabis. We strive to be a trusted resource for information and support.

Compassionate Pricing and Convenient Access

We understand that affordability and convenience are important factors for patients seeking medical cannabis. That's why we offer competitive pricing and multiple location access to our services.

Join the Miracle Leaf Community

Whether you are new to medical cannabis or seeking a trusted provider, we welcome you to join the Miracle Leaf community. Schedule a consultation with our medical professionals to discover the potential benefits of medical cannabis in a supportive and caring environment.



Find a clinic near you

Find Us On Maps



Call for an appointment!

(833) LEGAL MJ



Feel free to message us!

Send an Email





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DELTA-8 THC

Delta-8 THC Cartridges – 1,000mg – Natural Flavor

\$49.99

ADD TO CART



CBD

CBD Bath Bomb – 50mg

\$9.99

ADD TO CART

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QUICK VIEW

DELTA-8 THC

Delta-8 THC Pre-Roll Blunt – 1.5gm –
Pineapple Express
\$19.99

ADD TO CART

DELTA-8 THC

Delta-8 THC Pre-Roll Joint – 1.5gm –
Pineapple Express
\$19.99

ADD TO CART



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DELTA-8 THC

Delta-8 THC Disposable – Grape Ape 920mg

\$49.99

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DELTA-8 THC

Delta-8 THC Disposable – Sour Diesel 920mg

\$49.99

ADD TO CART



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\$19.99

ADD TO CART

Delta-8 THC Pre-Roll Blunt – 1.5gm – Gelato

33

\$19.99

ADD TO CART



DELTA-8 THC

Delta-8 THC Pre-Roll Blunt – 1.5gm – Blue Dream

\$19.99

ADD TO CART



DELTA-8 THC

Delta-8 THC Pre-Roll Joint – 1.5gm – Blue Dream

\$19.99

ADD TO CART

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DELTA-8 THC

Delta-8 THC Disposable – OG Kush 920mg

\$49.99

ADD TO CART



DELTA-8 THC

Delta-8 THC Pre-Roll Blunt – 1.5gm – Sour Diesel

150MG

\$19.99

ADD TO CART



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DELTA-8 THC

Delta-8 THC Cartridges – 1,000mg – Blue Dream
\$49.99

ADD TO CART

DELTA-8 THC

Delta-8 THC Cartridges – 1,000mg – OG Kush
\$49.99

ADD TO CART



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Delta-8 THC Cartridges – 1,000mg –
Pineapple Express

\$49.99

ADD TO CART

Delta-8 THC Tincture 2500mg

\$99.99

ADD TO CART



DELTA-8 THC

Delta-8 THC Tincture 1500mg

\$79.99

ADD TO CART



VAPES

Vape Cartridge Northern Lights – 250mg

\$19.99

ADD TO CART



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CBD

Oil Tincture – 1500mg

\$89.99

ADD TO CART



CBD

Oil Tincture – 3000mg

\$109.99

ADD TO CART

CBD

Oil Tincture – 2000mg

\$99.99

ADD TO CART



CBD

Oil Tincture – 5000mg

\$139.99

ADD TO CART

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CBD

Muscle & Joint Roll-On – 500mg

\$59.99

ADD TO CART



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CBD

Pain Relief Cream – 500mg

\$49.99

ADD TO CART



CBD

Hemp Flower Kief Joint – 350mg

\$19.99

ADD TO CART

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DELTA-8 THC

Delta-8 THC Flower – 3.5gm – Pineapple
Express

\$24.99

ADD TO CART



DELTA-8 THC

Delta-8 THC Flower – 7gm – Pineapple
Express

\$39.99

ADD TO CART



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DELTA-8 THC

Delta-8 THC Flower – 3.5gm – Gelato 33

\$24.99

ADD TO CART

DELTA-8 THC

Delta-8 THC Flower – 3.5gm – Blue Dream

\$24.99

ADD TO CART



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\$39.99

ADD TO CART



DELTA-8 THC

Delta-8 THC Flower – 7gm – Gelato 33
\$39.99

ADD TO CART

\$39.99

ADD TO CART



DELTA-8 THC

Delta-8 THC Flower – 7gm – Blue Dream
\$39.99

ADD TO CART



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Hemp Flower Jar – 7g

\$39.99

ADD TO CART



PETS

Cat Treats – 100mg

\$19.99

ADD TO CART



Pet Treats Steaks – 200mg

\$29.99

ADD TO CART



PETS

Cat Treats – 200mg

\$29.99

ADD TO CART



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Pet Full Spectrum Tincture – 150mg

\$22.99

ADD TO CART

Pet Full Spectrum Tincture – 300mg

\$32.99

ADD TO CART



ACCESSORIES

Miracle Leaf Shopping Bags

\$23.50

ADD TO CART



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ARTICLE II. - CITY COUNCIL

Sec. 2-36. - Meetings.

- (a) The city council shall hold regular meetings on the first and third Monday of each month at 6:30 p.m. at city hall, unless otherwise ordered by the council. All meetings shall be open to the public, except as otherwise permitted by state law.
- (b) It shall be the duty of each member of the city council to attend each regularly scheduled meeting of the city council unless he or she is prevented by some unavoidable circumstance.

Sec. 2-37. - Rules for the conduct of business.

(a) *Order of Business.* All regular city council meetings shall follow an established order of business, to be established by the city council.

(b) *Decorum.*

(1) All councilmembers must conduct themselves in a professional and respectful manner. A councilmember is not allowed to speak at a regular meeting until the councilmember has been recognized by the mayor. All comments by the councilmember shall address the agenda item being discussed and should be directed to the mayor and not individual councilmembers, staff or citizens in attendance. Personal remarks are inappropriate.

(2) The mayor shall enforce these rules of decorum. If a councilmember believes that a rule has been broken, he can raise a point of order. A second is not required. The mayor can rule on the point of order or he may allow the city council to debate the point of order and decide the issue by majority vote.

(d) *Public Comment.*

(1) Public comment at meeting of the city council shall be permitted. The time limit for public comment shall be ten minutes in the aggregate, unless the time is extended by the city council.

(2) By a majority vote, the city council may allow public comment on an agenda item at the time the item is being considered by the city council. These comments must be limited to the subject that is being debated.

(3) Members of the public shall not make inappropriate or offensive comments at a city council meeting and are expected to comply with the rules of decorum that are established for councilmembers. Individuals who violate any rules of the city council may be ruled out of order by the presiding officer or on a point of order made by a councilmember. A majority vote of the councilmembers will rule on the point of order. An individual who violates the rules of decorum may be removed from the meeting at the direction of the mayor.

(e) *Main Motion.* The city council may discuss any item on the agenda without the requirement of a motion being made. In order for the city council to take any official action on any subject, a councilmember must propose a main motion. A proposed main motion will not be recognized by the presiding officer until another councilmember agrees to second the motion. A second does not require the councilmember seconding the motion to support the motion. A councilmember may withdraw a main motion that he has made at any time before the city council has voted on that motion.

(f) *Debate.*

(1) After the main motion is recognized by the presiding officer, the city council shall debate the motion. The debate shall be managed by the mayor in a manner that is fair to all members of the city council. Councilmembers may participate in the debate only when they are recognized by the mayor.

(2) During the course of debate, councilmembers may introduce subsidiary motions that propose that the city council take a particular action on a motion. There are two classes of subsidiary motions: debatable subsidiary motions and undebatable subsidiary motions. Debatable subsidiary motions consist of motions to postpone indefinitely, amend, refer to committee, and postpone to a certain time. Debatable subsidiary motions require a second before they can be voted on or debated. There are three undebatable subsidiary motions: limit debate, vote immediately, and lay on the table. They require a second and cannot be debated.

(3) Councilmembers may also introduce privileged motions. Privileged motions facilitate the running of the meeting and can be introduced during the course of debate. Privileged motions consist of a motion to raise a question of privilege and motions to recess and adjourn. The motions to recess and adjourn require a second. Debate is not allowed on privileged motions.

(g) *Procedure for voting on debatable and undebatable motions.* Voting on debatable motions and voting on undebatable motions shall take place in accordance with the following:

(1) *Debatable Motions.* For debatable motions, the vote can be proposed in one of two ways:

(i) If debate has been completed and no other councilmember wishes to speak, the presiding officer can call for the vote. If there are no objections, the presiding officer can proceed with the vote; or

(ii) If the presiding officer calls for the vote and there is an objection, a city councilmember may move to vote immediately (move the previous question). If this motion is seconded and approved by a two-thirds vote, debate will stop. The presiding officer will then read the proposed motion to the city council and ask for the votes of the councilmembers.

(2) *Undebatable Motions.* For undebatable motions, the vote shall occur immediately after the motion is recognized by the chair. The mayor shall read the proposed motion to the city council and then call for the vote.

(h) *Ranking of motions*

(1) Each subsidiary and privileged motion of the city council is assigned a specific rank. A motion of higher precedence can interrupt a motion of lower precedence. The higher motion must be decided before the city council returns to consider the motion of lower precedence.

(2) A main motion has the lowest rank and does not take precedence over any other motion. A motion to adjourn has the highest rank and will take precedence over all other subsidiary and privileged motions. The order of precedence of motions shall be in accordance with this subsection. Motions at the bottom of the following list take precedence over motions at the top of the list:

- (i) Main motion (lowest rank).
- (ii) Subsidiary motions (debatable):
 - a. Postpone indefinitely.
 - b. Amend.
 - c. Refer to committee (commit).
 - d. Postpone to a certain time (postpone definitely).
- (iii) Subsidiary motions (undebatable):
 - a. Limit debate or extend limits.
 - b. Vote immediately (previous question).
 - c. Lay on the table (postpone temporarily).
- (iv) Privileged motions (undebatable):
 - a. Question of privilege.
 - b. Recess.
- (v) Adjourn (highest rank).

(i) *Subsidiary Motions*

(1) *Generally.* During the course of debate, councilmembers may introduce motions that propose that the city council take a particular action on a main motion. These motions are called subsidiary motions and they allow the city council to reach a conclusion on the main motion. Subsidiary motions require a second before they can be voted on or debated. Three subsidiary motions: amend, limit debate and vote immediately, also may apply to other subsidiary motions.

(2) *Postpone Indefinitely.* If a councilmember believes that the main motion should not be considered by the city council, that councilmember may move to postpone the consideration of the main motion indefinitely. If the motion is successful, consideration of the main motion stops, and the main motion is tabled. A motion to postpone indefinitely may be debated, but it cannot be amended. A majority vote is required for the motion to pass.

(3) *Amend.* If a councilmember believes that a main motion that is on the table should be changed in order to make it more acceptable, the councilmember can move to amend the motion.

(i) Amendments must be closely related to the original motion and must not change the nature of the motion that they amend.

(ii) Motions to refer, amend, postpone to a certain time and the motion to recess can also be amended.

(iii) A motion cannot be amended more than two times.

(iv) Debate is allowed on a motion to amend only if the original motion is debatable.

(v) A majority vote is required for the city council to adopt an amendment.

(vi) If the amendment is adopted, the city council shall consider the amended version of the motion.

(4) *Refer to a committee (commit).* If a councilmember believes that further information is needed before the city council can act on a main motion, the councilmember may propose that the motion be referred to a specific committee or department for further study. If an appropriate committee does not already exist, a committee may be formed as a part of the motion. A motion to refer should specify the date that the committee or department will report back to the city council. This motion is debatable and amendable. A majority vote is required for the motion to pass.

(5) *Postpone to a certain time (postpone definitely)*. A motion to postpone to a certain time may be proposed if a councilmember believes that the main motion should not be considered until a future time. This motion shall set a particular time for the main motion to be considered again. It is debatable and can be amended. If this motion is passed, the mayor will bring the original motion back to the city council for consideration at the specified time. A majority vote is required for the motion to pass.

(6) *Limit or extend limits of debate*. A motion to limit debate places a time constraint on the length of debate. The details of such a motion are to be decided by the councilmember who makes the motion. This motion can also be used to extend the limits of debate if a limit on debate already exists. Debate is not allowed on this motion, and a two-thirds vote is required.

(7) *Vote immediately (previous question)*. If a councilmember believes that the motion that is being considered should be voted on, the councilmember may move to vote immediately. The motion is undebatable, and a vote of two-thirds of the city council is required for the motion to pass.

(8) *Lay on the table (postpone temporarily)*. A motion to lay on the table proposes that the consideration of a main motion be postponed until a later time in the meeting. The motion can be brought up for consideration only if a motion to resume consideration is accepted by the city council during the same meeting. The motion will die if it is not taken up during the meeting. Debate is not allowed on this motion, and the motion is not amendable. A majority vote is required for the motion to pass.

(j) *Privileged Motions*

(1) *Generally*. Privileged motions facilitate the running of the city council meeting. They do not address or relate to a main motion and can be introduced whether or not there is a main motion under consideration. Privileged motions take precedence over all subsidiary motions. Debate is not allowed on these motions.

(2) *Question of privilege*. A formal question addressed to the presiding officer concerning the rights of a councilmember or of the city council as a whole is referred to as a "question of privilege." It does not require a second and cannot be debated or amended. The presiding officer is required to make a ruling on the question.

(3) *Recess*. A motion to recess proposes that the meeting be suspended for a particular amount of time. The motion must specify the length of the recess. The motion must also be seconded. Debate is not allowed on this motion, but the motion can be amended. A majority vote is required for the motion to pass.

(4) *Adjourn*. In order for a meeting to come to a close, a councilmember must make a motion to adjourn. The motion to adjourn has the highest rank of any motion and as a result it can be introduced at any time. The motion requires a second, but is not debatable or amendable. A majority vote is required for the motion to pass.

(k) *Incidental Motions.*

(1) *Generally.* Incidental motions allow councilmembers to exert their rights as a city councilmember. Incidental motions can be introduced at any time during a meeting.

(2) *Appeal.* If a councilmember disagrees with a decision that is made by the presiding officer, that councilmember may appeal the decision. If the appeal is seconded, the appeal will be considered by the councilmembers. The presiding officer has the opportunity to explain the ruling that has been challenged. The councilmembers may then debate the appeal. The councilmembers shall decide by majority vote if the chair's decision is to be upheld or overturned. An appeal is high in precedence and can only be interrupted by a privileged motion or by a motion to lay on the table.

(3) *Parliamentary inquiry.* If a councilmember has a question about the rules of order, that councilmember may ask the presiding officer to give an opinion on that question. This question should take the form of a parliamentary inquiry and should relate to the current business of the councilmember. This motion takes precedence over all motions except privileged motions. This motion does not require a second and is not debatable or amendable.

(4) *Point of order (question of order).* If a councilmember believes that a violation of the rules of parliamentary procedure has occurred, that councilmember can raise a point of order. A second is not required. The presiding officer can make a ruling on the question or can allow the councilmembers to debate and then rule on the question by majority vote. A point of order can only be interrupted by a privileged motion or a motion to lay on the table.

(5) *Point of information (request for information).* If a councilmember has a question about the facts of a particular issue that is being considered, that councilmember may ask a point of information. This motion is addressed first to the presiding officer and then to the appropriate person. A second is not required, and the motion is not debatable or amendable.

(l) *Supplementary Motions*

(1) *Generally.* Three motions allow the councilmembers to act on a main motion that has either been passed or tabled by the councilmembers. These motions are considered to be main motions but differ from usual main motions in the ways specified.

(2) *Reconsider.* The motion to reconsider allows the councilmembers to debate whether or not to overturn a decision made at the meeting that is in progress. It allows the councilmembers to consider new information that may affect the decision that has already been made. Any councilmember may make a motion to reconsider, and any councilmember may second the motion. The motion is debatable but it cannot be amended. A majority vote of the councilmembers is required for the motion to pass. If a motion to reconsider is passed, the original decision will be voided, and the councilmembers will return to debate and revote the original motion.

(3) *Rescind.* A motion to rescind proposes that the councilmembers overturn a motion passed at a previous meeting. A motion to rescind can be made by any councilmember. It is in order as long as the original motion has not been implemented. An announcement of the intention to rescind a motion may be made at the meeting where the decision was made, or the councilmember seeking to rescind may place the matter on the agenda for the next meeting. The motion to rescind will then be placed on the agenda for the next meeting. At the next meeting, the motion to rescind will formally be made. If it is seconded, the councilmembers shall debate and vote on rescission. A majority vote is required for the motion to pass. If a motion to rescind is passed, the original decision will be voided.

(4) *Resume consideration.* The motion to resume consideration allows the councilmembers to consider a motion that has been temporarily postponed. This motion requires a second and is not debatable or amendable. It is a main motion but ranks higher than any debatable motion. A majority vote is required for the motion to pass.

Sec. 2-38. - Call to order.

All meetings of the city council shall be open to the public. A clerk shall be present to take the minutes of the meetings. The mayor, or in his absence, the mayor pro tempore, shall take the chair at the hour appointed for any regular, temporarily adjourned, special or called meeting and shall immediately call the meeting to order.

Sec. 2-39. - Reading of minutes.

Unless a reading of the minutes of a council meeting is requested by a councilmember, such minutes may be approved without a reading if the city clerk has previously furnished each member with a copy thereof.

Sec. 2-40. - Standing committees.

The following shall be standing committees of the city council. Each committee shall be composed of two council members, who shall review all matters brought before the council concerning his subject area:

- (1) Community development;
- (2) Finance and administration;
- (3) Parks and recreation;
- (4) Public Safety; and
- (5) Public works.

The mayor shall propose committee assignments which shall then be approved by the city council.

Sec. 2-41. - Reports by committees.

Any business coming before the city council concerning the subject matter of which any standing or special committee has jurisdiction may be referred to the proper committee for investigation and report. It shall be the duty of each standing or special committee, whenever

required by the mayor or by the city council, or any member of the city council, to examine any matter referred to such committee, and make a report thereof at the next regular meeting of the city council, or show good cause why no report is made. Such reports shall not be in writing unless so directed by the presiding officer.

Sec. 2-42. - Manner of addressing city council.

No member, while the city council is in session, shall speak on any subject unless recognized by the presiding officer. Every speaker shall address the chair, and no councilmember shall interrupt anyone who is speaking, except to call him to order or for explanation.

Sec. 2-43. - Limitations on addressing city council.

Any person not a member of the city council who desires to address the council shall first secure the permission of the presiding officer to do so, and then shall step up in front of the dais, give his name and address in an audible tone of voice for the record, and direct his remarks to the city council as a body rather than to any particular councilmember. The presiding officer may, at the beginning of the meeting, set limits on the time allowed for addressing the city council.

Sec. 2-44. - Recording vote.

Whenever there is a split vote on decisions before the city council, the yeas and nays of the members present shall be recorded in the minutes on the question taken.

Sec. 2-45. - Appointments.

All appointments by the city council shall be by a majority vote of the whole council.

Secs. 2-46—2-80. - Reserved.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE OR DISPOSAL

WHEREAS, it has been determined that the City has no further use of these certain items;
and

WHEREAS, the City Council may determine that these items are surplus property; and

WHEREAS, the fair market value, if any, is determined for the surplus property and its disposal will be for the common benefit; and,

WHEREAS, the City Manager or his designee will oversee the sale or disposal of this item; and,

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby approve the surplus and authorize the sale or disposal of the items described in attached Exhibit "A":

This Resolution is adopted this 18th day of March 2024.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Exhibit "A"

Unit #	Year	Make	Model	VIN
117	2017	Dodge	Charger	2C3CDXAT3HH581797
317	2017	Dodge	Charger	2C3CDXAT5HH581799
118	2018	Dodge	Charger	2C3CDXAT3JH238509
218	2018	Dodge	Charger	2C3CDXATXJH238510
318	2018	Dodge	Charger	2C3CDXAT1JH238511
518	2018	Dodge	Charger	2C3CDXAT9JH299008
618	2018	Dodge	Charger	2C3CDXAT9JH299009
818	2018	Dodge	Charger	2C3CDXAT9JH299011
1018	2018	Dodge	Charger	2C3CDXAT9JH299013
1118	2018	Dodge	Charger	2C3CDXAT9JH299014
120	2020	Dodge	Durango	1C4SDSFT3LC369667
220	2020	Dodge	Durango	1C4SDJFT9LC368085
320	2020	Dodge	Durango	1C4SDJFT1LC369666
420	2020	Dodge	Durango	1C4SDJFT7LC368084
520	2020	Dodge	Durango	1C4SDJFT7LC381675

Equipment		
Briggs and Stratton	Push Blower	50012628
Honda GX390	Pressure washer	BA1528
Lincoln Electric	Welder	K1693-1
Stihl FS100RX	Weedeater	299666390
Stihl FS100RX	Weedeater	296197477
Stihl MS192TC	Chain saw with 16" Bar	297440992
Husqvarna	Chain saw with 20" Bar	70701030
Echo HC150	Hedge Trimmer	576112216297
Scotts Elite	Push Reel mower	
Stihl BR600	Backpack blower	270321775
Stihl BR600	Backpack blower	297210418
Hein Werner	Bumper Jack	
Dual Welding Cylinder cart		
Parts Washer		
Red Cushion chairs – Qty 16		
Precision Solar Controls CPU-4M	Message Board	



Vertical Earth
6025 Matt Highway
Cumming, GA 30028
770-888-2224 Office

CO 12

SITE: Holly Springs Mixed Use
Holly Springs, GA

DATE: 02/16/2024

SCOPE OF WORK: Parking deck Geopiers and Reinforced Concrete.

Description	Quantity	Unit Rate	Total Amount
Geopiers – Install and Testing	1 LS	\$ 236,500.03	\$ 236,500.03
Reinforced Concrete	1 LS	\$ 1,088,003.52	\$ 1,088,003.52

Subtotal \$ 1,324,503.55

Total CO 12 \$ 1,324,503.55

Vertical Earth, Inc.

Leah Horne

Date: 02/16/2024

City of Holly Springs

Date: _____



Vertical Earth
6025 Matt Highway
Cumming, GA 30028
770-888-2224 Office

CO 13

SITE: Holly Springs Mixed Use
Holly Springs, GA

DATE: 12/28/2023

SCOPE OF WORK: Various scope adjustments.

Description	Quantity	Unit Rate	Total Amount
Grading Complete	1 LS	\$ 62,800.00	\$ 62,800.00
Storm Drain	1 LS	\$ 14,898.15	\$ 14,898.15
Water	1 LS	\$ 1,527.41	\$ 1,527.41
Erosion Control	1 LS	\$ 33,948.87	\$ 33,948.87
Curb & Sidewalk	1 LS	\$ (182,616.60)	\$ (182,616.60)
Paving & Specialties	1 LS	\$ (311,117.14)	\$ (311,117.14)
Walls	1 LS	\$ 83,808.45	\$ 83,808.45
		Subtotal	\$ (296,750.86)
		Total CO 13	\$ (296,750.86)

Vertical Earth, Inc.

Leah Horne

Date: 01/12/2024

City of Holly Springs

Date: _____



Vertical Earth
6025 Matt Highway
Cumming, GA 30028
770-888-2224 Office

CO 14

SITE: Holly Springs Mixed Use
Holly Springs, GA

DATE: 01/31/2024

SCOPE OF WORK: Cutting the wall 15 OCS weir down by 12". Adding a 30' X 4' X 4" concrete flume behind Wall 12 to prevent runoff.

Description	Quantity	Unit Rate	Total Amount
Wall 12 Concrete Flume	30 LF	\$ 65.00	\$ 1,950.00
Wall 15 Weir Adjustment	1 LS	\$ 500.00	\$ 500.00
		Subtotal	\$ 2,450.00
		15% Markup	\$ 367.50
		Total Final Adjustments (Rounded to the nearest dollar)	\$ 2,817.50

Vertical Earth, Inc.

Leah Horne

Date: 01/31/2024

City of Holly Springs

Date: _____

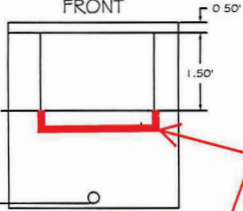
PARKWAY POND AS-BUILT

LAND LOTS 306 AND 343 ~ CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA

GRID NORTH
GEORGIA WEST STATE PLANE
NAD 83 (2011)

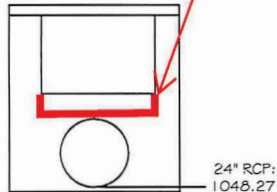
OCS DETAIL
NOT TO SCALE

5X5' OCS
TOP: 1053.62
FRONT



Cut weir elevation
down by 12"

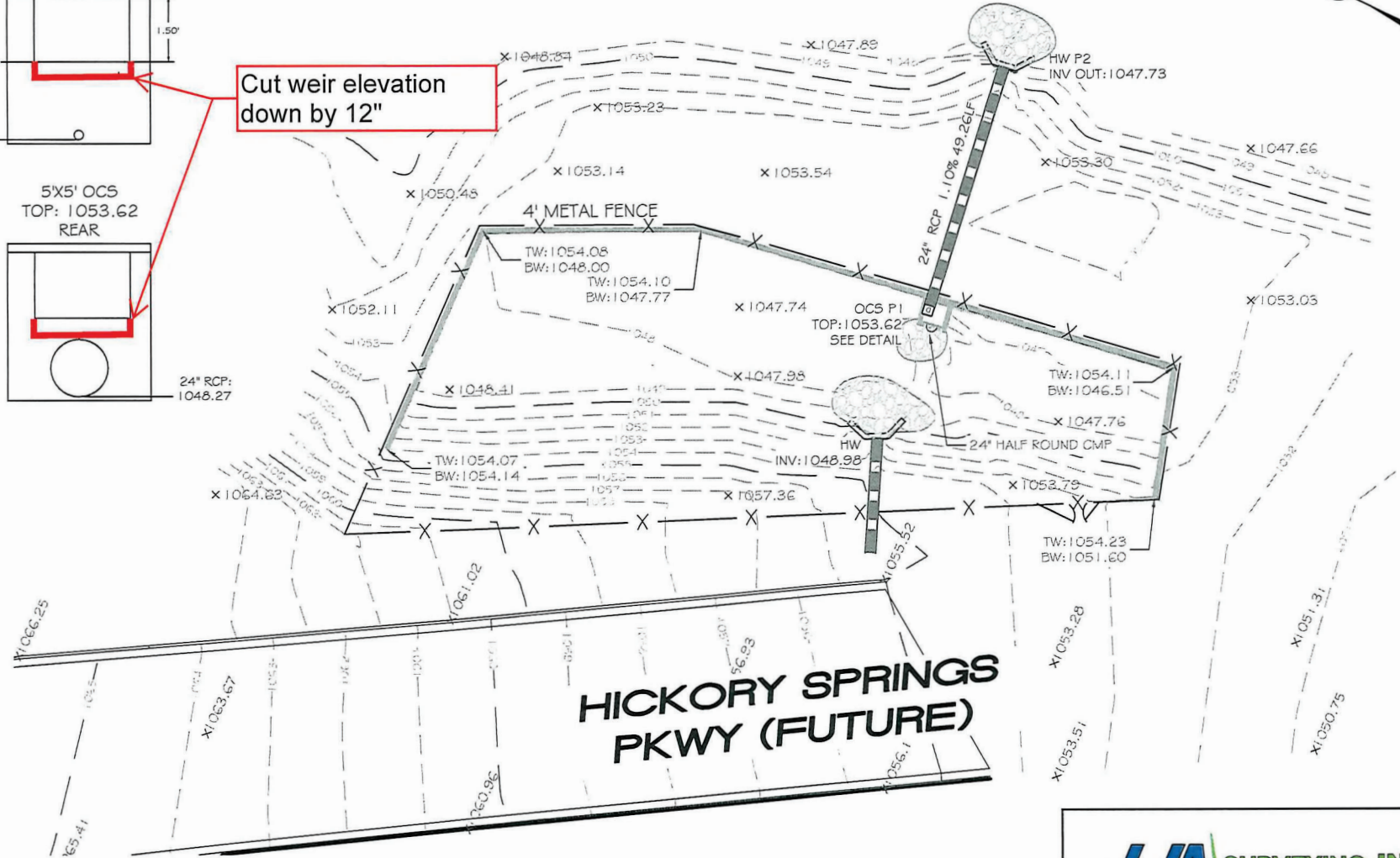
5X5' OCS
TOP: 1053.62
REAR



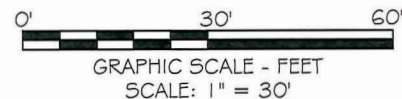
3.0' WEIR: 1051.62

4" PVC:
1048.27

24" RCP:
1048.27



HICKORY SPRINGS PKWY (FUTURE)



LJA SURVEYING INC.

4525 SOUTH LEE STREET
BUFORD, GA 30518

Phone 713.953.5200
LSF No. 1390

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM AGREEMENT (Agreement) is between the Price Counseling Center, LLC and City of Holly Springs.

I. RECITALS

A. PRICE COUNSELING offers a professional services program that provides counseling, training and referral services to participating employers and their employees.

B. Employer desires to receive such services provided by PRICE COUNSELING.

C. Now, therefore, in consideration of the recitals above and the mutual promises set forth below, the parties agree as follows:

1. **Definitions.** The words and terms defined below have the following definitions:

a. "Client" shall mean any Eligible Employee and any members of the Eligible Employee's immediate family who are receiving EAP Services along with the Eligible Employee.

b. "EAP Counselor" shall mean a person who is a counselor by trade, who has a minimum of a master's degree from an accredited college or university in the fields of psychology, counseling, or a comparable area of study and who provides EAP Services. EAP Counselors are generally independent contractors and not employees of PRICE COUNSELING, but who accept referrals from PRICE COUNSELING.

c. "EAP Services" shall mean employee assistance program services offered through PRICE COUNSELING, which include individual, couple and family counseling, group and workshop leadership programs.

d. "Eligible Employee" shall mean a current employee of Employer, who has been properly identified to PRICE COUNSELING including employee name and other identifying information required by PRICE COUNSELING.

f. "Immediate Family" shall mean an Eligible Employee's spouse or domestic partner, and dependent children under 27 years of age who are not emancipated.

2. Term of Agreement. This Agreement shall be effective for 12 months, beginning on March 19th, 2024 and ending on March 19th, 2025 unless terminated earlier in accordance with this Agreement. The Agreement will automatically renew at the end of the term for successive one-year periods unless either party gives a non-renewal notice to the other at least sixty (60) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal. Notice by PRICE COUNSELING of an increase in rates shall not constitute a non-renewal notice but shall allow Employer ninety (90) calendar days from the date of the notice in which to cancel the Agreement, during which period the rate increase shall not be effective.

3. PRICE COUNSELING's Responsibilities.

a. EAP Services for Clients shall be provided as follows:

1) Counseling. PRICE COUNSELING shall provide counseling sessions as set forth on attached Exhibit A. The areas in which counseling is provided include, but are not necessarily limited to, critical incident treatment, trauma related therapy, substance abuse, emotional distress, family, marital, financial and job-related problems.

2) Referral to Outside Professionals. PRICE COUNSELING or EAP Counselors may from time to time refer a Client to an outside professional for consultation or treatment. Issues typically referred to outside professionals include certain legal or financial problems, medical care and psychiatric conditions presenting needs beyond the expertise of EAP Counselors. PRICE COUNSELING is not responsible for any costs associated with or resulting from any such outside referral. All such costs are the responsibility of the Client. PRICE COUNSELING and EAP Counselors shall not refer a Client to an outside professional without first obtaining Client's written consent and express understanding that the outside professional is not an employee or agent of PRICE COUNSELING, that the charges for such outside professional's services are not included in the Eligible Employee's EAP Services, that charges will be billed directly to Client by the outside professional and that Client or Eligible Employee is responsible for payment for these charges. Outside professionals are not employees or agents of PRICE COUNSELING and do not share fees with PRICE COUNSELING.

b. PRICE COUNSELING will bill Employer for any additional services provided to Employer during the month by the 10th of the next month. Payment shall be due within thirty (30) calendar days of the statement date. "Additional services" include, but are not necessarily limited to, training programs, conflict resolution counseling and critical incident counseling that are over and above the basic services provided explained in Exhibit A attached.

4. Employer's Responsibilities.

a. Coordination with PRICE COUNSELING. Substantial coordination is necessary between Employer and PRICE COUNSELING for effective utilization of EAP Services. At all times, Employer shall have a representative available to PRICE COUNSELING for such coordination.

b. Designation of Class and Name of Eligible Employees. Employer shall give written notice to PRICE COUNSELING of the Class of Eligible Employees. The Class of Eligible Employees shall be determined by employer.

c. Payment. Employer shall pay PRICE COUNSELING upon receiving monthly billing statement. The regular treatment costs are stated in Exhibit A. PRICE COUNSELING shall have the right to increase the rates set forth in Exhibit A by giving Employer written notice of the new rates at least ninety (90) calendar days prior to the end of the Term. If such notice is given, the rates set forth in the notice shall be the applicable rates under this Agreement for the next one-year Term.

1) Payment shall entitle all Eligible Employees to receive basic services. There shall be no refund for any Eligible Employee whose employment terminates during the current quarter and the Eligible Employee shall have thirty (30) calendar days after the date of termination in which to use basic EAP Services.

5. Confidentiality. All information provided by PRICE COUNSELING is subject to applicable laws and professional ethics regarding confidentiality. Except as otherwise required by applicable law, information about Clients will not be divulged by EAP Counselors or PRICE COUNSELING to Employer or any third party, except as provided below:

a. **Employer Referral, No Job Jeopardy.** When Employer notifies PRICE COUNSELING that it has referred or will refer an Eligible Employee for EAP Services and does not state that the Eligible Employee's job position is in jeopardy, then upon request of Employer, PRICE COUNSELING will seek authorization from the Eligible Employee who is a current Client that the Client is receiving EAP Counseling Services through PRICE COUNSELING and will report this information to Employer if the Client so authorizes in writing. No other information will be disclosed to Employer, about Client excepting information regarding fitness for duty.

c. **Employer Referral, Job Jeopardy Situation.** When Employer notifies PRICE COUNSELING that it has or will make a referral because Employer has determined that Employee's job is in jeopardy, then upon request of Employer and written consent of the Eligible Employee, PRICE COUNSELING shall provide in addition to the information provided pursuant to paragraphs above, the following information:

- 1) The date(s) the Eligible Employee attends or fails to attend;
- 2) Whether a follow-up appointment is scheduled and the date(s) and times of the appointment(s);
- 3) A brief statement indicating whether the Eligible Employee demonstrates awareness of, and is engaged in discussing the behavior(s) identified by their supervisor; and
- 4) Whether the Employee has been referred for treatment or other services to an Outside Professional.

d. **Referral to Outside Professional.** With the Client's prior consent, information will be provided to an Outside Professional to whom the Client is referred by PRICE COUNSELING or an EAP Counselor for additional professional services.

6. **PRICE COUNSELING's Right to Provide Services to Others.** PRICE COUNSELING is in the business of providing EAP Services to individuals and businesses and this Agreement does not in any way limit PRICE COUNSELING's right to conduct business or provide EAP services to parties other than Employer both during and following the Term of this Agreement.

7. **Termination of Agreement.** This Agreement shall terminate at the end of the Term as set forth in paragraph 2 above, or immediately upon any of the following events:

- a. The bankruptcy of either party;
- b. A party's failure to cure a breach of this Agreement within ten (10) calendar days after receiving notice stating the nature of the breach, the action needed to cure, and the date of termination if not cured;
- c. A second breach within the same one-year Term;
- d. With or without cause upon thirty (30) calendar days prior notice.

e. If either party gives a non-renewal notice to the other at least thirty (30) calendar days before the end of the term, stating that the party does not wish to renew, or stating different terms which are a condition of renewal.

Upon termination or expiration of the Agreement, PRICE COUNSELING's obligation to provide EAP Services to Employer, Eligible Employees shall terminate immediately and PRICE COUNSELING shall have no further obligations under this Agreement. Employer's obligations under this Agreement shall also terminate.

8. General Provisions.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Georgia. The parties agree that the venue of all matters shall be in Cherokee County, Georgia.

b. Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to the Agreement.

c. Assignment. Employer's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Employer without the prior written consent of PRICE COUNSELING.

d. Entire Agreement. This Agreement, and the Exhibit attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understanding and agreements of the parties on the subject matter of this Agreement.

e. Amendments. This Agreement shall not be changed, modified or altered except by amendment, which to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, PRICE COUNSELING may unilaterally amend this Agreement in order to comply with the applicable federal or state laws or regulations, the amendment to become effective thirty (30) calendar days following PRICE COUNSELING's notice to Employer of the amendment.

f. Notices. Whenever required hereunder, notices shall be deemed sufficiently given if made in writing, upon actual receipt of the notice or three calendar days after sending. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

f. Benefit. The terms and provisions of this Agreement shall bind and benefit the respective parties, their agents, employees and representatives.

THE UNDERSIGNED HAS READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND
HEREBY KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS AGREEMENT AS AUTHORIZED
REPRESENTATIVE OF THE PARTY INDICATED ABOVE MY SIGNATURE.

Price Counseling Center
2920 Marietta Highway Suite 132
Canton, GA 30114
eprice@priceofaddiction.com

City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
knorred@hollyspringsga.us

Name: Grace Price LCSW

Name: Mayor Steve Miller

_____ (signature) _____ (signature)

Title: Owner

Title: Mayor of the City of Holly Springs

Date: _____

Date: _____

EXHIBIT A: PRICE COUNSELING EAP's SERVICES

Employer: City of Holly Springs

Effective Date: 3/19/2024

1. Basic EAP Services Included in the Base Rate.

a. Counseling Sessions. The number of counseling sessions per Eligible Employee per one-year Term of the Agreement is three (3) Individual, Family, or Couples Sessions, and five (5) Post Critical Incident Sessions (if applicable) per calendar year. The Type of Incident is defined by the primary stressor creating the need for counseling, as follows:

- 1) Relationship problems within the family unit of the Eligible Employee, including but not limited to, marital or domestic problems, separation or divorce, relationship issues between spouses or domestic partners, parents and children, or siblings.
- 2) Health-related problems such as physical or mental illness or substance abuse of the Eligible Employee or death of a loved one;
- 3) Job-related problems;
- 4) All other stressors.

B. Critical Incident Sessions. The number of counseling sessions per Eligible Employee would be in addition to the regular Counseling Sessions offered in the employee's EAP plan. Critical Incident sessions occur following a critical or traumatic incident that affects workplace productivity or has an impact on the Eligible Employees' ability to cope or function in the workplace. Determination of Fitness for Duty will occur after the allotted sessions and is on a case by case basis. There is no expiration date of eligibility for Critical Incident Sessions after the event has occurred.

- 1) Critical Incident Group sessions can occur if it is determined by the Employer that a group (3 or more) Eligible Employees are in need of Critical Incident Debriefing from the same incident. The Critical Incident Group Sessions are 1.5-2 hours in length and might require one or multiple Eligible Employees to attend individual Critical Incident Individual Sessions.

Individual sessions are to be billed at the rate of \$125.00 per hour per Eligible Employee. Critical Incident Group sessions are to be billed at the rate of \$75.00 per hour per Eligible Employee.

A regular counseling session is up to 60 minutes in length. Depending upon counselor availability and Client consent, a counseling session may be extended in length past 60 minutes and treated as multiple sessions (in increments of up to 60 minutes) that will each count toward the number of counseling sessions to be provided within the one-year term of this Agreement. Any scheduled counseling session that a Client misses without notice to the EAP Counselor of cancellation at least 24 hours in advance will be counted as a counseling session to be provided to Eligible Employee under this Agreement or as an additional counseling session charged to the Eligible Employee if the basic service number is exceeded. The basic services that are not utilized during the one- year Term are forfeited without refund and do not carry over into the next one-year Term unless PRICE COUNSELING, in its sole discretion, makes a written exception to this rule. It is at the discretion of the counselor and the Eligible Employee if the session is conducted in person or through a HIPAA Compliant Telemental Health Video Conferencing

Agenda Item V-F

Service. A Business Associate Agreement between PRICE COUNSELING CENTER and the HIPAA Compliant Telemental Health Video Conferencing Service will be provided upon request.

HOLLY SPRINGS POLICE DEPARTMENT
OPERATIONS

OPERATIONS MANUAL

2.1 MISSION STATEMENT

EFFECTIVE DATE: ~~March 27, 2000~~ February 23, 2024 REVISED DATE: ~~July 3, 2012~~
February 23, 2024

REVIEW DATE: ~~June 15, 2024~~ February 23, 2024

CHIEF OF POLICE: Tommy Keheley

It is the mission of the Holly Springs Police Department to serve and protect our community with unwavering commitment, integrity, and compassion while ensuring the safety and well-being of all persons. We pledge to uphold the principles of justice, the law, and foster trust through open communication and community engagement.

~~The mission of the Holly Springs Police Department is to maintain social order within prescribed ethical and constitutional limits while providing professional law enforcement services. To attain this, the Agency enforces the law in a fair and impartial manner, recognizing both the statutory and judicial limitations of police authority and the constitutional rights of all people. The Agency recognizes that no law enforcement agency can operate at its maximum potential without supportive input from the citizens it serves. The Agency actively solicits and encourages the cooperation of all citizens to reduce and limit the opportunities for crime and to facilitate the maximum use of resources.~~

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to pay your Vendor for the equipment referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

IMAGE CHARGES AND OVERTAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us or the Vendor with the actual meter readings on any business day as designated by us or the Vendor, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if Vendor's estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

NON-APPROPRIATION ADDENDUM

This is an addendum (“Addendum”) to and part of that certain agreement between GreatAmerica Financial Services Corporation (“we”, “us”, “our”) and Holly Springs, City of (“Governmental Entity”, “you”, “your”), which agreement is identified in our records as agreement number 1965470 (“Agreement”). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY’S AUTHORIZED SIGNATURE			
(As Stated Above)	X		
	<small>SIGNATURE</small>	<small>PRINT NAME & TITLE</small>	<small>DATE</small>
OUR SIGNATURE			
GreatAmerica Financial Services Corporation			
	<small>SIGNATURE</small>	<small>PRINT NAME & TITLE</small>	<small>DATE</small>



Created By: Dean Snyder for Holly Springs | Phone: 7706541083 | Email: dsnyder@duplicatingproducts.com

Your Configured RICOH IM C300F



Your Chosen Options

- IM C300F
- Tall Cabinet Type X

*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
19.60in	22.10in	40.90in
(498mm)	(561mm)	(1,039mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V - 127V, 60Hz, 10A

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.



Main Unit


Item/Description	Item #	Power Requirements
IM C300F	418569	120V - 127V, 60Hz, 10A

Paper Tray & Optional Accessories


Item/Description	Item #	Power Requirements
Tall Cabinet Type X	52810	N/A



Main Unit

Item/Description	Item #	Thumbnail
<p>IM C300F</p> <ul style="list-style-type: none"> • Output Speed (Letter): 31-ppm (Full Color)/31-ppm (B&W) • Average Monthly Volume: 2,000 impressions/month • Maximum Monthly Volume: 7,500 impressions/month • Power Requirements: 120V - 127V, 60Hz, 10A • Weight: 103.6 lbs. (47 kg) • Dimensions include: Single Pass Document Feeder and Smart Operation Panel • W x D x H (inches): 19.6 x 22.1 x 20.1 • W x D x H (mm): 497.84 x 561.34 x 510.54 	418569	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
<p>Tall Cabinet Type X</p> <p>Raises the base unit to a comfortable height for a floor-standing configuration.</p> <p>Weight: 34.3 lbs. (15.6 kg)</p> <p>W x D x H (inches): 19.6 x 20.9 x 20.8</p> <p>W x D x H (mm): 497.84 x 530.86 x 528.32</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Tall Cabinet Type X cannot be installed with Paper Feed Unit PB1170, Caster Table Type Y, Low Cabinet Type V or Medium Cabinet Type W. 2. Tall Cabinet Type X can only be installed when a main unit is configured without an optional paper feed unit. If one, two or three optional paper feed units are selected then this option cannot be added to your configuration. 	52810	

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We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit solutions.ricoh-usa.com

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